

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**15180 OC**

PAGE 1 of 2	ORDER DATE 08/08/19
BUSINESS UNIT 27227050	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 1584193	
VENDOR ADDRESS:  DAKTRONICS INC 201 DAKTRONICS DR PO BOX 5128 BROOKINGS SD 57006-5128	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**AUGUST 09, 2019 THROUGH AUGUST 08, 2022**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6110 OF

Contract to supply and deliver Dynamic Message Signs to the State of Nebraska as per the attached specifications for the contract period August 9, 2019 through August 8, 2022. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Scott Fuhrman, Project Manager  
Phone: 605-692-0200 Ext. 57011  
Cell: 605-691-4218  
E-Mail: scott.fuhrman@daktronics.com

(08/08/19 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DMS SIGN 89 X 347 PIXEL FULL MATRIX LED 3 LINE 17 CHAR	20.0000	EA	67,000.0000
2	DMS SIGN 89 X 245 PIXEL FULL MATRIX LED 3 LINE 12 CHAR	30.0000	EA	55,000.0000
3	TRAINING OPTIONAL	10.0000	DY	1,400.0000
4	EXTENDED WARRANTY OPTIONAL	1.0000	YR	1,400.0000
5	SIGN PAINTING OPTIONAL /BACK OF SIGN	100.0000	EA	2,100.0000

8/8/19  
AC Julie Dabeydeen 8/8/19  
BUYER  
MATERIEL ADMINISTRATOR 8/8/19

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PAGE 2 of 2	ORDER DATE 08/08/19
BUSINESS UNIT 27227050	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 1584193	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
6	PARTS/CIRCUIT BOARD CONTROL BOARD	100.0000	EA	500.0000
7	PARTS/COMM. MODEM MODEM	100.0000	EA	200.0000
8	PARTS/RELAYS CONTROL RELAY /ALL	100.0000	EA	85.0000
9	PARTS/PIXIL OR PIXIL MODULE MODULE GROUP OR BOARD	100.0000	EA	325.0000
10	PARTS/PRESSURE FAN FORCED AIR BLOWING DEVICE	100.0000	EA	180.0000

  
BUYER INITIALS

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	6/20/19	Page	1 of 3
Solicitation Number	6110 OF		
Opening Date and Time	07/19/19	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

## DESTINATION OF GOODS

DEPARTMENT OF TRANSPORTATION  
5001 S 14TH ST  
PO BOX 94759  
LINCOLN NE 68509-4759

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Dynamic Message Signs (DMS) to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(bs 06/20/19)

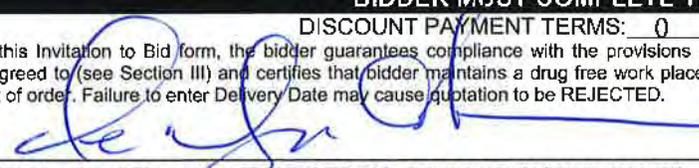
## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	DMS SIGN 89 X 347 PIXEL FULL MATRIX LED 3 LINE 17 CHAR	20.0000	EA	\$67,000	\$1,340,000
2	DMS SIGN 89 X 245 PIXEL FULL MATRIX LED 3 LINE 12 CHAR	30.0000	EA	\$55,000	\$1,650,000
3	TRAINING OPTIONAL	10.0000	DY	\$1,400	\$14,000
4	EXTENDED WARRANTY OPTIONAL	1.0000	YR	\$1,400	\$1,400

## BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 0 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 150 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign   
Here (Authorized Signature-MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# 1584193  
VENDOR: Daktronics, Inc.  
Address: 201 Daktronics Dr.  
Brookings, SD 57006

Contact Scott Fuhrman  
Telephone 605-691-4218  
Facsimile \_\_\_\_\_  
Email scott.fuhrman@daktronics.com

# State of Nebraska - INVITATION TO BID CONTRACT

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State Purchasing Bureau  
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Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	6/20/19	Page	2 of 3
Solicitation Number	6110 OF		
Opening Date and Time	06/28/19	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

**DESTINATION OF GOODS**  
DEPARTMENT OF TRANSPORTATION  
5001 S 14TH ST  
PO BOX 94759  
LINCOLN NE 68509-4759

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5	SIGN PAINTING OPTIONAL /BACK OF SIGN	100.0000	EA	\$2,100	\$210,000
6	PARTS/CIRCUIT BOARD CONTROL BOARD	100.0000	EA	\$500	\$50,000
7	PARTS/COMM. MODEM MODEM	100.0000	EA	\$200	\$20,000
8	PARTS/RELAYS CONTROL RELAY /ALL	100.0000	EA	\$85	\$8,500
9	PARTS/PIXIL OR PIXIL MODULE MODULE GROUP OR BOARD	100.0000	EA	\$325	\$32,500
10	PARTS/PRESSURE FAN FORCED AIR BLOWING DEVICE	100.0000	EA	\$180	\$18,000
11	FORCED AIR BLOWING DEVICE PARTS/FILTER	100.0000	EA	\$25	\$2,500
12	FORCED AIR BLOWING DEVICE PARTS/FILTER	100.0000	EA	\$25	\$2,500
13	BOARDS/BLOCKS PARTS/BREAKERS	100.0000	EA	\$25	\$2,500
14	DEVICE BREAKERS PARTS/PHOTOCELLS	100.0000	EA	\$200	\$20,000
15	PHOTOCELL & DETECTORS PARTS/LIGHT FIGURES	100.0000	EA	\$120	\$12,000
16	SIGN HOUSING PARTS/HEATERS	100.0000	EA	\$80	\$8,000
17	STRIPS OR FANS PARTS/SWITCHES	100.0000	EA	\$25	\$2,500
18	DOOR PARTS/TRANSFORMERS	100.0000	EA	\$100	\$10,000
19	POWER TRANSFORMERS PARTS/MODULES	100.0000	EA	\$350	\$35,000

# State of Nebraska - INVITATION TO BID CONTRACT

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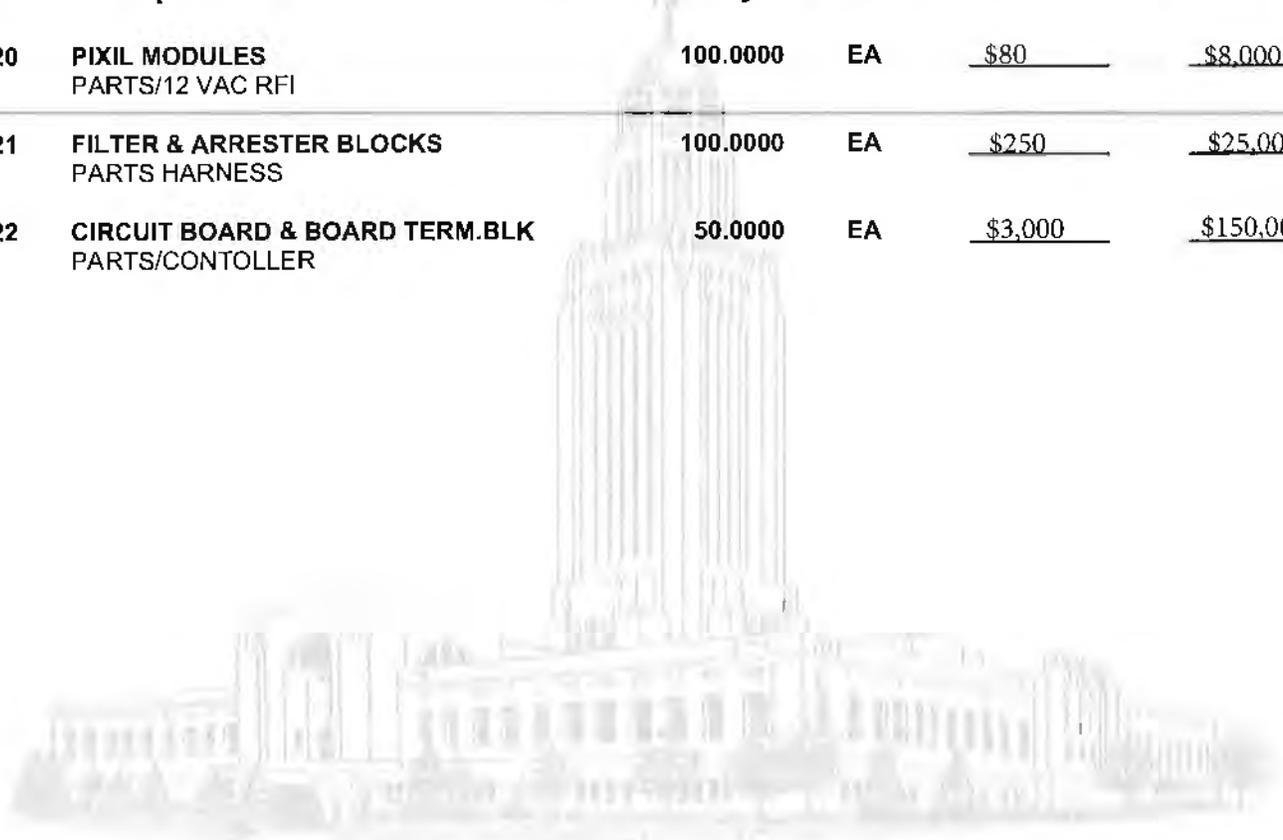
Telephone: 402-471-6500  
Fax: 402-471-2089

<b>Date</b>	6/20/19	<b>Page</b>	3 of 3
<b>Solicitation Number</b>	6110 OF		
<b>Opening Date and Time</b>	07/19/19	2:00 pm	
<b>Buyer</b>	JULIE DABYDEEN (AS)		

**DESTINATION OF GOODS**  
DEPARTMENT OF TRANSPORTATION  
5001 S 14TH ST  
PO BOX 94759  
LINCOLN NE 68509-4759

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
20	PIXIL MODULES PARTS/12 VAC RFI	100.0000	EA	\$80	\$8,000
21	FILTER & ARRESTER BLOCKS PARTS HARNESS	100.0000	EA	\$250	\$25,000
22	CIRCUIT BOARD & BOARD TERM.BLK PARTS/CONTOLLER	50.0000	EA	\$3,000	\$150,000



## INVITATION TO BID

### Number 6110-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a commodity contract, ITB Number 6110 OF for the purpose of selecting a qualified Bidder to provide Dynamic Message Signs (DMS). Specifications can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be three (3) years commencing upon execution of the contract by the State and the Contractor. The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

**INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids or responses received regarding this ITB will be posted to the SPB website.

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Bidder must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this ITB for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this ITB, specifically waives any copyright or other protection the contract, bid, or response to the ITB may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this ITB, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the ITB being found non-responsive and rejected.

**Any entity awarded a contract or submitting a bid or response to the ITB agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the ITB, awards, and other documents.**

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Change Order:** Document that provides amendments to an executed purchase order.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/s (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the ITB, ITB (written solicitation) or contract are completed.

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

**Late Bid:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** See Shall/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal bids.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs end products, including the Licensed Software specified in the ITB, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

**Proposal:** See Bid.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpasa (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to an ITB or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Bid Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Responsible Bidder:** A Bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A Bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Service:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product or service.

**Vendor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or goods under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Dynamic Message Signs (DMS) at a competitive and reasonable cost. A detailed description can be found in Section VI.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Julie Dabydeen  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500

E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the SPB; and
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

**D. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release ITB	June 20, 2019
2.	Last day to submit written questions	July 7, 2019
3.	State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	July 10, 2019
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	July 19, 2019 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	July 19, 2019
6.	Evaluation period	TBD
7.	Demonstrations	TBD
8.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBD
9.	Contract finalization period	TBD

ACTIVITY		DATE/TIME
10.	Contract award	TBD
11.	Contractor start date	TBD

**E. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 6110 OF; Dynamic Message Signs (DMS) Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via e-mail to [as.materiel purchasing@nebraska.gov](mailto:as.materiel purchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**F. RECYCLING (§ 81-15,159(d)(2))**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**H. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State,

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

I. **SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

J. **BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders in replying to this ITB, including any activity related to bidding on this ITB.

K. **DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

L. **PRICES**

This summary shall present the total fixed price to perform all of the requirements of the Invitation to Bid. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

Pricing for each Dynamic Message Sign unit shall include the following:

1. Dynamic Message Sign (DMS).
2. Mounting Hardware.
3. Sign Controller, including any communication modem(s), firmware, and other associated communication equipment.
4. DMS internal cabling.
5. DMS schematic diagrams and user documentation.
6. Delivery and transportation.
7. Testing.
8. Training.

Prices submitted on the cost proposal form shall remain fixed for the first three (3) years of the contract. Any request for a price increase subsequent to the first three (3) years of the contract shall not exceed five percent (5%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of one hundred twenty (120) days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

M. **DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB (Sections II through VI) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Sections II through VI must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

N. **ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

O. **LUMP SUM OR 'ALL OR NONE' BIDS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

P. **BID REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. Completed ITB Form or State's Bid Sheet.

Q. **FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this ITB or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

R. **SUBMISSION OF BIDS**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!**

Only one (1) original bid shall be submitted. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

Sealed bids must be received in the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. No late bids will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in this ITB.

S. **EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$50,000.00.

T. **BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

- U. **LATE BIDS**  
Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.
- V. **BID OPENING**  
Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids to be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.
- W. **BID TABULATIONS**  
Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.
- X. **ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**  
The State may determine after the completion of the evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful Bidder. Every Bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top Bidders to present/give oral interviews. Only representatives of the State and the presenting Bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the Bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their bids.
- Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make an award without any further discussion with the Bidders regarding the bids received.
- Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Bidder and will not be compensated by the State.
- Y. **BEST AND FINAL OFFER**  
The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.
- Z. **REFERENCE AND CREDIT CHECKS**  
The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.
- AA. **REJECTION OF BIDS**  
The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.
- BB. **RESIDENT BIDDER**  
Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.
- CC. **AWARD**  
All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

By submitting a bid in response to this ITB, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html>

The protest procedure is available on the Internet at:  
[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the State and such waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:

- Accept or reject a portion of or all of a bid;
- Accept or reject all bids;
- Withdraw the ITB;
- Elect to rebid the ITB;
- Award single lines or multiple lines to one or more Bidders; or,
- Award one or more complete contracts.

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

- Price;
- Location;
- Quality;
- Delivery time; and,
- State contract management requirements and/or costs.

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI as part of their bid.** Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

The contract resulting from this ITB shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Contractor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Vendor Contract Manager Scott Fuhrman; Daktronics Project Manager	State Purchasing Bureau Contract Manager Julie Dabydeen
Vendor Daktronics, Inc.	Agency Department of Administrative Services, State Purchasing Bureau
Vendor Street Address 201 Daktronics Dr	Agency Street Address 1526 K Street, Suite 130
Vendor City, State, Zip Brookings, SD 57006	Agency City, State, Zip Lincoln, NE 68508

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. NOTICE (POC)**

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK**

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**F. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**G. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**H. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

SF			
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The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**I. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**J. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**K. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

**L. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. ~~If a third party or entity is involved in the transaction, the Contractor will remain~~ responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**M. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**N. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**O. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**P. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**Q. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and

Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**H. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**I. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

SF			
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The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**J. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**K. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**L. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**M. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
SF			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work

being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. SCOPE OF WORK

The Bidder must provide the following information in response to this ITB.

### A. SCOPE

It is the intent of this bid invitation to establish a contract to supply Dynamic Message Signs (DMS) per the attached specifications from date of award for a period of Three (3) years with the option to renew for an additional Two (2) one-year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

### B. REQUIRED DMS TYPE:

NDOT intends to procure full color, full matrix, LED (Light Emitting Diode) Dynamic Message Signs (DMS) under this contract. The DMS will be installed on permanent over-the-roadway sign structures, road side posts, or cantilever structures.

Each DMS is typically installed prior to a major traffic interchange to allow ample time for motorists to make timely decisions to reach their destinations in the event that an incident has occurred.

The proposed DMS shall have the following requirements:

1. Produce full color display.
2. Use LED technology.
3. Possess full matrix capability.
4. Generate variable height characters.
5. Produce a variable number of characters per line.
6. Produce 3 lines per display.
7. DMS Board

The DMS Board controller **must** be able to interface with NDOT's ATMS software. The interface must allow for all the capabilities of the DMS Boards controller software to be accomplished by the software. This ability must be demonstrated before the award of this contract.

### C. PROJECT ENVIRONMENT

All field equipment shall remain fully functional without any decrease in performance over an ambient temperature range of -40°F to +140°F and an outdoor ambient humidity range of 0% to 99%, non-condensing. All field equipment shall be designed to and shall withstand at a minimum 90-mph winds with 30% gust factors.

The sign housing shall be engineered and P.E. certified to the latest edition AASHTO and NCHRP Report 411 specifications for AASHTO basic wind speeds. The sign housing shall also be engineered and P.E certified to withstand group loading combinations as outlined in the latest edition AASHTO including: sign weight, repair personnel and equipment, ice and wind loads, and shall also meet the strength requirements for truck induced gusts as specified in NCHRP Report 412. The sign housing face shall be engineered to withstand snow loading of (3 pounds per square foot).

### D. FIELD CONTRACTOR RESPONSIBILITIES UNDER SEPARATE CONTRACT

The field contractor will be responsible for the following:

- a. Accept delivery, unload, and provide off-site storage of all DMS assemblies for each project.
- b. Furnish and install all conduits and cabling for power and communications to the DMS.
- c. Furnish and install the sign structure (e.g., overhead sign support system) on which the DMS shall be mounted, mounting assemblies, brackets, exterior maintenance walkway, and foundations.
- d. Install the DMS case onto the sign structure, including the exterior maintenance walkway.
- e. Provide the necessary traffic control for the installation of the DMS and support structure.
- f. Provide the traffic control and bucket/lift truck required for each DMS installation and testing.
- g. Provide the DMS Vendor with an installation date for the DMS case a minimum of four weeks in advance of installation.
- h. Deliver the DMS assembly from the storage to the installation site.
- i. Furnish and/or install a communications interface for each DMS.

### E. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

F. **REVISIONS**

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

"YES" response means the Bidder guarantees they can meet this condition.

"NO" response means the Bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
Yes			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
Yes			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
<p><b>NOTES/COMMENTS:</b> Daktronics understands these comments would like to provide DMS similar to the DMS which have been provided to NDOT on past contracts, 20 mm Full color Walk-in that will meet the weight, dimensions and character capacity set for in the specifications.</p>			

**C. DMS VENDOR RESPONSIBILITIES**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. For each DMS installation, the DMS Vendor shall coordinate and work closely with the field contractor selected by NDOT under separate contract, and be responsible for the following:

Yes			Furnish and deliver a complete and operational DMS assembly to a specified location for installation by a field contractor, following the receipt of purchase order and structural drawings within one hundred fifty (150) days or less.
Yes			NDOT may request the DMS Vendor to delay the delivery of the DMS assembly to a date later than the one hundred fifty (150) day period specified above at no additional cost to NDOT, provided such request is made within sixty (60) days of the order.
Yes			2. Develop and deliver shop drawings that illustrate in detail how to mount and connect the DMS unit to the sign structure ninety (90) days in advance of the DMS delivery date.
Yes			3. Be present during the installation of every DMS and their corresponding components by the field contractor.
Yes			4. Develop and deliver all shop drawings of the wiring connections in the DMS.
Yes			5. Furnish the complete structural support mechanism (mounting brackets and accessories) to permit the field contractor to install the DMS case on the structure.
Yes			6. Provide documentation related to the operation, installation, and maintenance of the DMS.
Yes			7. Perform stand-alone and system acceptance testing.
Yes			8. Provide and install system software
Yes			9. Furnish a communication option for each DMS
<b>NOTES/COMMENTS:</b>			

**D. TECHNICAL SPECIFICATIONS: DYNAMIC MESSAGE SIGN (DMS) REQUIREMENTS**

REQUIRED SIGN SIZES

	Pixels (Row/Column)	Lines	Char. Per Line	Nom. Character Height	Max. Weight	Access
Sign 1	89 by 347	3	17	18 inches	4400 lbs	Walk In
Sign 2	89 by 245	3	12	18 inches	4400 lbs	Walk In

Sign 1 - DMS cases shall not exceed a length of 26 feet and a height of 9 feet. Sign 2 - DMS cases shall not exceed a length of 19 feet and a height of 9 feet.

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. FULL DISPLAY MATRIX : The DMS to be furnished under this contract shall be the full matrix type. The DMS shall have the ability to create one to three rows of horizontal messages per page. Each row shall be capable of displaying a user-selected number of alphanumeric/graphic characters. Each alphanumeric character shall be formed by a matrix of individual light-emitting pixels in the following text formats: 23 pixel by 17 pixel (7x5 standard), 20 pixel by 14 pixel (6x4), 30 pixel by 20 pixel (9x6), and 36 pixel by 23 pixel (11x7). In addition, the DMS

Yes			shall support bitmap images (graphics) ranging from 6 pixels high by 6 pixels wide to the full display. The entire display area shall contain pixels equally spaced both horizontally and vertically. Pixel monitoring shall be remotely available.
Yes			The characters forming words shall be readable by a person with 20/20 corrected vision within a range of 100 feet to 1,000 feet in advance of the sign at an eye-height of 3.5 feet within a 30° cone of vision about the optical axis. Operating contrast values between 6 and 25 shall be demonstrated for each lighting condition.
Yes			Writing speed shall appear to write the entire sign instantaneously and shall write a minimum of 80 characters per second.
Yes			All pixel modules, assemblies, and components shall be compatible and interchangeable between signs.
Yes		0.8125" C-C Spacing	<p><b>2. LIGHT EMITTING DIODE:</b> All LED pixels shall consist of a high-density LED configured in a circular cluster. Each pixel shall contain the quantity of discrete LEDs needed to output white colored light at a minimum luminous intensity of 12,400 candelas per square meter when measured using a photometric meter through the DMS front face panel assembly. Each LED shall be encapsulated to provide environmental protection. The LEDs shall be non-tinted, non-diffused, solid-state lamps using aluminum indium gallium phosphide (AlInGaP) or indium gallium aluminum phosphide (InGaAlP) technology or equivalent technology. LEDs shall emit red light at 618-630 nm, green at 519-539 nm, and blue at 460- 480 nm peak wavelengths. Each pixel shall have equal color and on-axis intensity.</p> <p>LEDs shall consist of a 30° viewing angle without the aid of lens. Pixels shall be equally spaced at .79 inches on center both vertically and horizontally. LEDs shall be directly visible to the roadway when "on". Fiber optic, flip disk and shutters shall not be accepted</p> <p>Each pixel should contain interlaced strings of LEDs. Pixels shall contain the quantity of discrete LEDs needed to generate a nominal luminous intensity of 8,000 mcd, when each pixel is driven forward current of 20 mA and a voltage drop not to exceed 24 VDC.</p> <p>The 18-inch characters formed by the "on" pixels shall be readable from any point on the approach roadway up to 720 feet away under all weather and lighting conditions.</p> <p>Pixels and modules shall be aligned such that there is no visible difference in illumination between pixels within the same modules or in different modules. Minor measured differences shall be allowed if visible differences are undetectable.</p> <p>Each LED cluster shall be rated for outdoor usage over environmental range expected for the sign locations (including heat absorption and heat absorption due to sunlight). All materials used in the fabrication of the LED clusters shall not be damaged by direct exposure to sunlight. Each pixel shall be rated for 100,000 hours of operation under field operating conditions without serious degradation.</p> <p>All assemblies shall be rated for high-pressure washing.</p>
Yes			<p><b>3. LED MODULE MOUNTING:</b> Each LED cluster shall include a housing extending beyond the sign face to shade the pixel from the sun. LEDs shall be mounted to a vertical or angled plane. LEDs shall be mounted parallel to the front wall and use of a three (3) degree to four (4) degree forward tilt front face. LEDs shall be mounted to the panel with proper gaskets and protection to ensure protection of the internal wiring and components from environmental damage.</p>

Yes			<p><b>4.LED DISPLAY MODULES:</b> Modules shall be rectangular, and shall have an identical horizontal and vertical pitch between pixels. Separation between the last column of one module and the first column of the next shall be equal to the horizontal distance between the columns of a single display module.</p>
Yes			<p>LED boards shall contain LED pixels arranged in a full matrix display.</p>
Yes			<p>Each LED display module may consist of one or two circuit boards. If the boards are used, they shall be mounted physically to each other using durable non-corrosive hardware. They shall be electronically connected via one or more header type connectors. The header connectors shall be keyed such that the boards cannot be connected incorrectly.</p>
Yes			<p>Individual addressing of each LED display module shall be configured via the communication wiring harness and connector. No on board addressing jumpers or switches shall be allowed.</p>
Yes			<p>Each LED display module shall be mounted to the rear of the display's front face panels using durable non-corrosive hardware. The modules shall be mounted such that the LED's emit light through the face panel's pixel holes and such that the face panel does not block any part of the viewing cone of any of the LED's in any pixels.</p>
Yes			<p>Front side of the aluminum module panel, which faces the viewing motorists, shall be flat black.</p>
Yes			<p>LED display module electrical and signal connections shall be the quick-disconnect locking connector type.</p>
Yes			<p>Removal or failure of any LED module shall not affect the operation of any other LED module or sign component. Removal of one or more LED modules shall not affect the structural integrity of any part of the sign.</p>
Yes			<p>Display modules shall mount to the inside of the front face panels using either standard hand tools or no tools for removal and replacement.</p>
Yes			<p>All LED display modules, as well as the LED pixel boards and driver circuit boards, shall be identical and interchangeable throughout the DMS.</p>
Yes		Daktronics will provide single board modules as mentioned in Section 4, third statement as previously provided to NDOT.	<p><b>5.LED PIXEL BOARDS:</b> Each pixel shall have a device that protects the LEDs. Each display module shall contain two electronic subassemblies, a LED board, and a driver board.</p> <p>All LEDs shall be individually and directly mounted to the LED circuit board to form the LED board. LED circuit board laminate shall be single FR-4 fiberglass flat black printed circuit board. The LED package style shall be either through-hole flush mount or surface-mount. Through-hole LED's with standoffs will not be accepted.</p> <p>All LED pixel boards shall be identical and interchangeable.</p>
Yes			<p><b>6.DRIVING ELECTRONICS:</b> The driving electronics shall generate the signals to the devices controlling the pixels to be illuminated. These signals shall be based on commands received from the sign controller.</p>
Yes			<p>The driving circuitry shall be located in the sign case.</p>
Yes			<p>LED pixels shall be directly driven using pulse width modulation with a minimum of 20-mA forward current. This drive method varies the current pulse width in order to achieve the proper display intensity level for a given ambient light condition. The drive current pulse shall be modulated from a 10-millisecond period, and pulse</p>

Yes			amplitude shall not be allowed to exceed 30 mA per LED string. For example, the maximum current draw for a single two-string pixel shall not exceed 60 mA.
Yes			Driver printed circuit board laminate shall be FR-4 fiberglass. The printed circuit board shall be plated on both sides with a copper trace thickness of two ounces per square foot of plated area. Printed circuit board through-holes shall be plated with one ounce of copper per square foot of plated area.
Yes			A diagnostic indicator shall be included on each LED driver circuit board. This diagnostic indicator shall be in the form of a single-digit LED display approximately 0.7 inches or greater in height. This digit shall provide visual indication of the operational status of the LED module. At a minimum, this shall indicate failed pixel, improper supply voltage, and failed communications conditions.
Yes			All exposed metal on both sides of the LED driver circuit board, except power and signal connectors, shall be protected from water and humidity exposure by a thorough application of suitable conformal coating.
Yes			LED drive circuitry shall support a minimum refresh rate of 100 frames per second.
Yes			Removal or failure of a single driver circuit board shall not affect the performance of any LED display module, except the module that it drives.
Yes			All driver circuit boards shall be identical and interchangeable throughout the sign.
		Daktronics will provide a photo-sensor system, It will have Front Rear and bottom sign fixed locations as previously provided for NDOT.	7.AMBIANT LIGHT PHOTOSENSOR SYSTEM: The sign shall incorporate a means of changing the lighting level provided by the pixels automatically in response to ambient lighting conditions as detected by the photocell system, and remotely in response to commands received from the central control system. The photocell system shall be positioned to sense in three directions: (a) behind the sign, (b) in front of the sign, and (c) alongside or bottom of the sign, with north being one of the three directions. A minimum of three settings (providing 2 decades of adjustment for each setting) shall be remotely functional: Setting 1 shall be for night use, setting 2 shall be for over bright, and Setting 3 shall be for normal daytime. Photoelectric cells shall be provided integral to the DMS. These devices shall direct the sign controller to modify the intensity of the light produced by the pixel elements. The mounting devices for the photoelectric cells shall allow full adjustment of the orientation.
Yes			8. <u>FUTURE REQUIREMENTS</u> : The Department reserves the right to purchase additional quantities, enhancements, products, training, services, etc., which directly relate to the items purchased under this contract for a period of five years from the date of award.
Yes			The DMS Vendor shall notify NDOT of all enhancements made to the DMS assemblies once a year. If an enhancement can be demonstrated to be beneficial to NDOT, NDOT may elect to purchase the enhancement.
Yes			9. <u>NEW EQUIPMENT</u> : All items supplied pursuant to the resultant contract shall be new, unused, current production models installed and operational in a user (paying customer) environment and be an item currently in distribution. The equipment specified herein shall be equipped in accordance with the specifications with those items normally supplied in the stream of commerce.
<b>NOTES/COMMENTS:</b> Daktronics will be providing a 20 mm RGB single board modules with the pixel center to center spacing 0.81" with fixed photo sensors as previously supplied to NDOT.			

E. TECHNICAL SPECIFICATION: DMS CASE

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1.The DMS case and all of its equipment and materials shall be designed and constructed so that all maintenance and repair is performed from within the sign case, with the exception of structural members. All DMS cases shall be dust and water resistant.
Yes			The minimum distance from the interior rear wall of the DMS case to the closest display components shall be 24 inches. This free space shall be maintained across the entire interior of the DMS case, with the exception of the structural members. Structural members shall be designed and positioned such that they are not an obstruction to free movement of maintenance personnel throughout the interior of the case.
Yes			2. A level interior walkway shall be installed in the bottom of the DMS case on which maintenance personnel can walk. This interior walkway shall be a minimum of 24 inches wide and shall run the entire distance from side to side of the DMS case. The interior walkway's top surface shall be nearly flush with the bottom of the DMS case access door and be free of obstructions that would present a tripping hazard to maintenance personnel. The interior walkway shall have a non-slip surface and shall not be uncomfortable for kneeling. Access to the interior of the case for repairs, troubleshooting, routine maintenance, or inspection shall be through an access doors mounted on both sides of the sign. The access door shall be a rain-tight, dust-tight door. The minimum access doorway opening dimensions shall be 72 inches high by 24 inches wide. The DMS case access door shall open outward and have stops to retain the door open at the 90° and 120° positions. Doorway shall have a removable fall protection railing across opening on the inside of the sign case. Door shall be keyed with a Corbin #2 key.
N/A			3.The field contractor shall provide an exterior maintenance walkway. The exterior maintenance walkway shall be a minimum of 36 inches wide and extend from the access door to the vertical support member of the overhead sign structure. The external maintenance walkway shall not be directly connected to the DMS case, however the maximum horizontal separation between the DMS case and the external maintenance walkway shall be 2 inches. The top surface of the external maintenance walkway shall be nearly flush with the bottom of the DMS case access door, thus eliminating any steps when entering or exiting the sign. Fold-down safety railings shall be provided for the external maintenance walkway. The DMS Vendor shall closely coordinate its design activities with the field contractor to eliminate any constructability or operability conflicts.
Yes			4.Access to pixel modules for maintenance, repair, or replacement must be accomplished from the interior of the DMS case. The pixel modules shall be adequately addressed and physically identified inside the DMS case to help expedite maintenance personnel with finding and/or replacing the necessary pixel modules. Addressing and identification of pixel modules inside the DMS case shall be in accord with the Pixel Failure Table Parameter ( <i>Pixel Failure Table</i> object) contained in the Status Error Objects of NTCIP 1203.
Yes			5. All DMS cases shall be fabricated from 0.125 inch thick (minimum) 3003-H14 or 5052-H32 aluminum alloy and shall conform to the latest AASHTO publication

			entitled <i>Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals</i> . All exterior seams shall be continuously welded and each weld shall exhibit uniform flow. All welds shall be neatly formed and free of cracks, blowholes, and other irregularities. Welding on aluminum alloy DMS cases shall be done by gas metal arc or gas tungsten arc process using bare aluminum welding electrodes. The electrodes shall conform to the requirements of the AWS A5.10 for ER5356 aluminum alloy bare welding electrodes. Procedures and welders used for welding on aluminum shall be qualified in accordance with the requirements of AWS B3.0, <i>Welding Procedure and Performance Qualification</i> , and to practices recommended in AWS C5.6. Provisions shall be made to fit the DMS with knockouts for two three-inch conduits and one two-inch conduit.
Yes			6.The DMS shall be designed for attachment to a sign support structure of type and design indicated in the design detail drawings provided by NDOT. Any welding associated with the sign structural support mechanism fabrication (i.e., mounting frames, brackets, and other accessories) shall be performed in accordance with ANSI/AASHTO/AWS D1.5-88 Bridge Welding Code, unless otherwise specified.
Yes			7.The sign face shall be manufactured of ¼ inch thick, weather-tight, non-glare, UV-stabilized polycarbonate, polymethacrylate, or other -approved substitute sheeting, exceeding the AASHTO wind loading requirements. The UV-stabilized polycarbonate or polymethacrylate sheets, subsequent to being exposed to conditions per ASTM G53 for 1,500 hours, shall meet or exceed the following requirements:  i) Haze per ASTM D1003 > 6 ii) Yellowness index per ASTM D1925 > 5
Yes			8.For substitute approvals, the DMS Vendor shall submit one sample (12" X 12") of the proposed materials together, with a description of the materials attributes to the Department for review and approval in conjunction with the design approval test.  All front face panel surfaces not directly in front of a light-emitting pixel, shall be covered with a flat black material to reduce glare and increase the contrast ratio. The display face of the DMS shall have a minimum 12-inch outer black border around the perimeter (top, bottom, and sides) of the full matrix display.
Yes			9.All DMS equipment, components, assemblies, and other materials located in the DMS case shall be removable, transportable, and capable of being installed by a single maintenance person utilizing a one-person aerial lift truck with a sufficient clearance between the ground and the bottom of the DMS case to safely reach the external maintenance walkway.
Yes			10.Differential expansion of the sign case and the display panel shall not cause damage to either component. Waterproof measures shall be implemented for all sign face panels. To allow for the vacuum effect of the passage of large trucks, the sign face shall be designed for and shall withstand a negative (outward) pressure of 50 percent of the design inward wind pressure. The Department will provide the DMS Vendor with a required angle of tilt for each display. Typically, a three to four-degree tilt will be required.
Yes			11.The DMS case shall have interior, non-corrosive, metal cage support frames to mount the display elements. The cage support frame shall be designed to minimize vibrational effects to the display and electronic elements. The cage support frame shall withstand vibrations as specified by NEMA TS-4, subsection 2.2.8.

		Daktronics provides a walk in with a 3-degree tilt to the face and horizontal Zee but not tilting brackets.	12.The mounting hardware for the entire sign or for each line of the sign shall be designed to provide a nominal downward tilt of three to four degrees about the horizontal axis with the top of the sign forward. Means shall be provided to allow adjustment of plus-or-minus six degrees about the horizontal axis. The sign shall operate properly at all of these positions.
		Daktronics provides a horizontal Zee across the back of the DMS sign housing for mounting.	13.The sign housing shall come equipped with slotted aluminum extrusions mounted across the back of the sign in the vertical position. Each extrusion shall accept manufacturer-supplied stainless-steel mounting bolts and nuts with the heads fitted to slide within the extrusion for complete adjustability in the vertical direction. This configuration shall allow the sign to be mounted to horizontal members on the structure and mounting plates attached to "U-bolts" or hardware supplied by others.
Yes			Bottom side shall contain small weep holes for draining any water that accumulates due to condensation. Weep holes shall be screened to prevent the entrance of insects or small animals.
<p><b>NOTES/COMMENTS:</b> Daktronics provides DMS door that open to 90 degrees, but not 120, two (2) 1 ½" conduit hubs, Aluminum over poly faca panels with poly having change in light transmittance of 3% over three years and change in yellowness of 5% over 5 years, and horizontal Zees running full length top and bottom like previously provided to NDOT.</p>			

**F. TECHNICAL SPECIFICATION: VENTILATION**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. The DMS shall contain a thermostatically controlled ventilation system designed to keep the internal DMS air temperature lower than +140°F when the outdoor ambient temperature is +115°F or less.
Yes			The ventilation system shall consist of two or more intake ports. Intake ports shall be located near the bottom of the DMS rear wall. Each intake port shall be covered with a filter that removes airborne particles measuring 500 microns in diameter and larger. One or more ball bearing type fans shall be mounted at each intake port. These fans shall positively pressure the DMS cabinet.
Yes			2. The ventilation system shall include a thermostat to control the activation of the system. The thermostat shall be located near the top of the DMS interior. The thermostat shall have a minimum adjustable temperature range between 50°F to 110°F. If a fan or forced air device fails, it shall automatically be deselected and another fan or forced air device selected, and an error message shall be sent to the sign controller. The sign controller shall transmit the failure state back to the NDOT Traffic Management Center and the central control system.
Yes			3. All intake and exhaust vents shall meet the NEMA 3R requirements with and without powering the ventilation system. All exhaust vents shall be furnished with a screen to prevent insects from entering the DMS case.

		Daktronics does not require additional fans.	Additional fans shall be installed inside the DMS case to circulate air internally. The internal air circulating system shall be capable of maintaining air differential temperatures throughout the DMS case under 35°F with all electrical equipment functioning and all display pixels turned on at maximum level.
Yes			4. The DMS case shall be equipped with an adjustable timer that shall be located just inside the DMS case door and within easy reach of maintenance personnel standing outside the DMS case to activate the ventilation and internal air circulating system. The timer shall allow maintenance personnel to activate both systems manually. The timer shall be adjustable up to a maximum of four hours and shall turn off the fans when time expires. When activated (i.e., turned to the "On" position and set to an unspecified time), the adjustable timer shall override the thermostat(s) and cause the ventilation system to turn on immediately and remain on until the timer is deactivated manually or until the time setting has expired. When the timer is deactivated or turns off automatically, control of the ventilation system shall be restored to the thermostat(s).
Yes			5. Both the ventilation and internal air circulating system shall utilize easily removable, standard sized air filters. Air filters shall be replaceable from within the DMS case. The air filters shall have an average rated efficiency of 30% and an arrestance of 90% when tested in accordance with the ANSI/ASHRAE 52.1-1992 ( <i>Gravimetric and Dust Spot Procedures for Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter</i> ) published standard. The filters shall be listed and rated Class 2 by UL. A minimum of 7 ft <sup>3</sup> of effective filter media shall be provided for every 106 ft <sup>3</sup> per minute of airflow. All fans or blowing devices shall be located downstream from air filters.
Yes			6. The equipment located within case shall be protected from moisture, dust, dirt, and corrosion through the proper installation of gaskets, seals, and filters at all case openings.
Yes			Each ventilation fan shall contain a sensor to monitor rotational speed, measured in revolutions per minute. The fan speed shall be reported to the sign controller upon request.
Yes			Air conditioning shall not be permitted.
Yes			7. <b>HEATING:</b> The sign case shall protect the sign and its contents from malfunctions due to the effects of cold weather commonly encountered during winter in Nebraska. Thermostatically controlled heaters shall be provided to keep the front face from condensation and prevention of the vital components from freezing. In addition, the sign case shall have adequate heating to raise the temperature 32°F over ambient during maintenance (walk in sign requirement). The heaters shall be controllable remotely from either the central computer or a laptop connected at the sign controller, and manually from inside the sign using an adjustable timer.
<p><b>NOTES/COMMENTS:</b> Daktronics provides a DMS without additional fans and surge suppressor which meets the NEMA TS4 standards like previously provided to NDOT.</p>			

G. TECHNICAL SPECIFICATION: POWER & LIGHTING REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	

Yes			<p>1. The incoming power to the sign controller will be single-phase, 120/240 ±15 VAC, 50 or 60 ±3 Hz. The total power requirement for the DMS sign and sign controller shall not exceed 4,000 watts during the operation of a user-selected message with all 60 characters (3 lines and 20 characters per line) being displayed, and with all ventilation and heaters on. An average of thirty-three (33) pixels per character shall be used for calculation verification. The use of solar panels to provide power will not be permitted.</p>																					
Yes			<p>2. Two 120-VAC, duplex convenience outlets shall be provided with integral ground-fault interrupt and shall be protected by a circuit breaker. The receptacles shall be NEMA Type 5-15 R and shall have a spring-loaded cap and be positioned so that no electrical hazard shall exist when used by maintenance personnel. One duplex outlet shall be located on each end of the DMS case.</p>																					
Yes			<p>3. The DMS Vendor shall provide an internal fluorescent lighting system with a fixture spaced approximately every eight (8) feet along the full length of the interior of the sign case to provide maintenance personnel with a minimum of 30 watts of evenly distributed lighting within each DMS case. Control for the internal maintenance lighting system shall be through an adjustable timer. The timer shall be adjustable to a minimum of four hours and shall be located just inside the DMS case door, and within easy reach of maintenance personnel standing outside the DMS case.</p>																					
Yes			<p>The DMS case and display panel shall be designed so that internal lighting shall not be visible to motorists.</p>																					
Yes			<p>4. The DMS shall be equipped with a surge protector conforming to the requirements of NDOT Standard Specifications for Highway Construction, and shall operate within temperatures ranging from +0° F to + 165° F. All DMS wiring shall also conform to NDOT Standard Specifications for Highway Construction. Power line surge protectors shall be installed between both line conductors and equipment ground. All conductors entering and leaving the DMS shall be protected by surge protectors and lightning arrestors.</p> <p>Power line surge protection (e.g., Edco 1210 SHA) shall conform to the following requirements:</p> <table border="0"> <tr> <td>1.</td> <td>Peak surge current occurrences</td> <td>20 minimum</td> </tr> <tr> <td>2.</td> <td>Peak 8 X 20 msec wave shape</td> <td>20K amps</td> </tr> <tr> <td>3.</td> <td>Response</td> <td>250 maximum</td> </tr> <tr> <td>4.</td> <td>Maximum current at 120-VAC, 60Hz</td> <td>10 amps</td> </tr> <tr> <td>5.</td> <td>Series inductance</td> <td>200 microhenrys</td> </tr> <tr> <td>6.</td> <td>Temperature</td> <td>NEMA TS-1</td> </tr> <tr> <td>7.</td> <td>Maximum dimensions</td> <td>3.3-inch x 15.0-inch x 2.6-inch</td> </tr> </table>	1.	Peak surge current occurrences	20 minimum	2.	Peak 8 X 20 msec wave shape	20K amps	3.	Response	250 maximum	4.	Maximum current at 120-VAC, 60Hz	10 amps	5.	Series inductance	200 microhenrys	6.	Temperature	NEMA TS-1	7.	Maximum dimensions	3.3-inch x 15.0-inch x 2.6-inch
1.	Peak surge current occurrences	20 minimum																						
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6.	Temperature	NEMA TS-1																						
7.	Maximum dimensions	3.3-inch x 15.0-inch x 2.6-inch																						
		Daktronics provides a surge suppressor that has passed third party NEMA TS4 testing.	<p>5. A series-connected surge suppressor capable of passing 15 amps of current shall protect the sign controller and other control and communication equipment. This device shall conform to the following requirements:</p> <ul style="list-style-type: none"> <li>o Withstand a peak 50,000 ampere surge current for an 8x20 microsecond wave form</li> <li>o Maximum continuous operating current of 15 amps at 120 VAC, 60 Hz</li> <li>o Series inductance of 200 micro henrys (nominal)</li> <li>o Temperature range of -40°F to +158°F (-40°C to +70°C)</li> <li>o The device shall be UL-1449 recognized</li> <li>o UL 1449 surge rating of 400 V or less</li> </ul>																					

Yes			Transient voltage surge suppressors shall protect all communication signals connecting to the control equipment from off-site sources using copper cables.
Yes			Transient voltage surge suppressors shall protect all copper communication lines used to pass data between the sign controller and sign.
Yes			The power line surge protector shall be a two-stage device that allows the connection of radio interference filter in the circuit between the stages. Each DMS shall be equipped with one or more radio interference filters in the power line surge protector. The filter shall provide attenuation of at least 50 dB over a range of 50 kHz to 20 MHz.
Yes			6.The field contractor shall ground the DMS per NDOT requirements. The DMS Vendor shall verify and inspect all existing ground connections to ensure acceptability for the installation and operation of the DMS control equipment. The grounding system in the DMS shall be divided into separate and distinct circuits, connected at a single point. This requirement shall eliminate ground loops, adequately direct transients to ground, and allow for testing of the separation between the grounding circuits by temporarily removing the jumpers.
<b>NOTES/COMMENTS:</b> Daktronics provides a surge suppressor that meets NEMA TS4 standards like provided to NDOT previously.			

H. TECHNICAL SPECIFICATION: SIGN CONTROLLER REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1.The sign controller shall receive commands to place messages in its memory buffer, confirm message content, and display a stored message on the sign. The sign controller shall consist of a solid-state electronic device dedicated to the operation of the DMS.
Yes			The rated life of all components in the sign controller shall be a minimum of ten years under 24-hour-a-day operation. Semiconductor devices shall be used exclusively, and solid-state components shall be standard production types and readily available.
Yes			The sign controller's front panel shall include a keyboard and LCD display. These devices shall be used to perform the following functions with the sign controller and DMS:
Yes			Monitor the current status of the sign controller, including the status of all sensors and a monochromatic (WYSIWYG) representation of the message visible on the display face. A. Perform diagnostics testing of various system components, including pixels, power systems, sensors, and more. B. Activate messages stored in memory. C. Configure display parameters, including display size and colors. D. Configure communication port settings and NTCIP options.
Yes			2. A cable shall be furnished to allow for the laptop operation of the sign controller from within the sign case. The cable shall be terminated with a connector that

			matches with a laptop Ethernet port. Sufficient slack shall be provided in the sign case for reaching all areas within the sign case.
Yes			<p><b>3.</b>The controller shall include a minimum of two ethernet ports for communication to a laptop maintenance computer. This interface shall also be configurable, allowing communication with the following options (point to point or point to multipoint):</p> <ul style="list-style-type: none"> <li>A. Fibar Optic (Single Mode or Multi-Mode)</li> <li>B. Cellular (GSM or CDMA)</li> <li>C. Wireless Radio (900MHz, 2.4 and 5.7 GHz)</li> <li>D. Ethernet (802.11)</li> </ul>
Yes			<p><b>4.</b>The sign controller firmware shall make the sign controller operate the DMS; monitor the status of all sign hardware; and communicate with remote and local computers.</p> <p>The sign controller firmware shall accomplish the following sign operations:</p> <ul style="list-style-type: none"> <li>A. Cause the sign to display static messages and two alternating messages formed by two static messages. The time required to display a new 60-alphanumeric character message shall not exceed 0.9 second from a blank state and 2.3 seconds from any non-blank state.</li> <li>B. Erase the previous message prior to the writing of a new message.</li> <li>C. Alternating (two-phase) messages: provide selection of the display time for each phase and the blank-out time between messages in tenths of a second between 0.3 and 12.0 seconds.</li> <li>D. Provide selectable message display time, including unlimited display time for each message.</li> <li>E. Cause all pixels to be activated at selectable intervals as a self-maintenance measure. The DMS Vendor shall develop a test pattern and receive approval from the Department before installation.</li> <li>F. Provide diagnostic routines that report failures and malfunctions in the sign and in the sign controller upon inquiry from the central control system. Detected failure conditions shall be automatically returned to the central control system.</li> </ul>
Yes		Daktronics uses PMPP only, no PPP	<p><b>5.</b>The DMS sign controller shall use whatever addressing scheme is appropriate for the NTCIP network types used for communications. NTCIP 2101 (PMPP) networks shall be configured with an address in the range 1 to 255 with a default address of 1. NTCIP 2104 (Ethernet) networks shall use a static IP address. Both the IP address and subnet shall be configurable. NTCIP 2103 (PPP) networks shall not require network addressing.</p> <p>A unique address shall be assigned to each sign controller. All commands from the central control location to this sign will be prefaced with this address. The sign controller shall compare this received address with the assigned address and shall accept the command only if the addresses match.</p>
Yes			<p><b>6.</b>The sign controller shall have sufficient memory to store a minimum of 16 two-phase messages, with each consisting of up to three (3) lines with 20 characters. A two-phase message is defined as a continuous statement that requires two separate displays on the sign face. Either EPROM or EEPROM shall be used to store messages in the sign controller. Internal circuitry shall be provided to replace</p>

Yes		stored messages with new messages received locally and remotely. A long-life battery shall back up the sign controller's RAM such that no loss of memory occurs during power outages of 24-hour duration.
Yes		Upon external command, the sign controller shall allow any message stored in memory to be displayed on the sign face, or replaced with a new message. The sign controller shall receive messages through the communications unit from the traffic management center, and shall store the received messages and in its memory buffer. The sign controller shall transmit confirmation of message content back to the traffic management center for received messages and stored messages when requested to do so.
Yes		During uploading and downloading of messages normal sign operations shall not be suspended and the current message display shall not be interrupted.
Yes		7. Upon termination of the display time for a message, the sign controller shall either blank the sign, or place the sign in a neutral condition (a predefined message selected for inactive periods).
Yes		Message writing and erasure shall be accomplished in a left-to-right column scan, which shall appear to be simultaneous for all characters and shall be at a minimum scan rate of 45 characters per second.
Yes		In the event of a loss of communications with the central control system, the sign controller shall maintain the originally commanded message for a user-specified period, after which time the sign shall go blank pending the resumption of communications. The period shall be adjustable over the range of 0 to 255 minutes.
Yes		8. For each message, the operator shall be able to direct the controller to set a display time as either being unlimited or defined. If defined, it shall have a maximum of at least 64,800 minutes or 45 days.
Yes		For information messages, the operator shall be able to select independent display times for each alternating segment and the blank-out time between messages. These times shall be 0.1-second increments from 0.1 to 25.5 seconds, for each part.
Yes		9. Static Message A. Alternating Message (two-state): For alternating messages, selected portion of the chosen sign shall display two messages alternately with a repetition interval from one to ten seconds. The duration of each message displayed shall be independently selectable in 0.5-second increment.
Yes		10. The sign controller shall transmit a return message to the central control system whenever it receives a valid transmission and when it is being addressed. The return message format shall contain the sign address, sign message being displayed, mode of operation, contents of any message stored in memory, and the presence and type of error detected.
Yes	RPM sensing can be reported on the Intake fans.	A. The operational status of the ventilation system, including the fans and filters, shall be automatically tested once a day and tested on command from the central control center or laptop computer on site. B. In the event the central control center fails to communicate with the sign controller within a programmable time limit, the sign shall activate a programmable default message (which can be a

Yes			blank). This function shall apply only when the sign controller is in central control mode.
Yes			<p>C. Failure of any sign shall not affect the operation of any other sign in the system.</p> <p>D. The sign controller shall perform a consistency check of messages downloaded from the central control center or laptop computer on site to ensure that the message will fit in the display area of the sign. If any part of the message fails this check, the downloaded message shall not be displayed.</p>
Yes			<p><b>11.</b>The DMS Vendor shall fully furnish the equipment as a part of the DMS.</p> <p>As a minimum, the DMS Vendor shall provide the following for each DMS:</p>
Yes			1. Microprocessor-based controller.
Yes			2. Communications interfaces.
Yes			3. Three fully adjustable photo sensor controls, allowing adjustment from the inputs of the three photo sensors on the sign.
Yes			4. Lightning protection and termination for the communications lines.
Yes			5. Verification of grounding performed by the field contractor.
Yes			6. Termination panel and termination blocks.
Yes			7. Harnesses and connectors.
Yes			8. Provide each DMS with an uninterruptible power supply (UPS) capable of maintaining and continuing the controller and communication equipment for a minimum of two hours for polling and alarms. Provide sealed AGM type batteries that are maintenance free.
Yes			<p><b>12.</b> The sign controller shall respond to the central control center whenever it receives a request for status (a poll). The return message shall be capable of providing the following information:</p> <ul style="list-style-type: none"> <li>o Actual message (TMDV) that is visibly displayed on the sign on an individual pixel basis (full-on, half-on or off)</li> <li>o Current sign illumination level</li> <li>o Control mode (central, local or local override mode)</li> <li>o Error and failure reports</li> <li>o Temperature readings</li> <li>o LED power supply voltage levels</li> <li>o Origin of display message transmission (laptop on site, sign controller, or central)</li> <li>o Fan status</li> <li>o Uninterruptible power supply status</li> <li>o AC Surge protection status</li> <li>o Communication line surge protection status</li> </ul>
Yes			<p><b>13.</b> Severe error condition response: In polling mode, the sign controller shall report severe error conditions to the central control center during the next polling. The severe error conditions are:</p> <ul style="list-style-type: none"> <li>o AC power failure</li> <li>o AC power recovery</li> <li>o Surge protection has been tripped</li> <li>o The walk in door is open</li> </ul>
Yes			<p><b>14.</b>Each time the sign controller is polled by the central control center or laptop computer on site, the sign controller shall test the operational status of the sensors listed below and return this information to the</p>

			<p>central control center. This operational status test shall determine if each of the following sensors are functioning properly:</p> <ul style="list-style-type: none"> <li>o Each temperature sensor</li> <li>o Each photocell</li> <li>o Humidity sensor</li> <li>o Each airflow sensor (if so equipped in accordance with the specifications)</li> <li>o Each LED power supply sensor</li> </ul>
<p><b>NOTES/COMMENTS:</b></p>			

**I. TECHNICAL SPECIFICATION: TRAINING**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			<p>1.The DMS Vendor shall provide training in support of the DMS assembly and firmware system. The training shall be conducted at the NDOT District Offices and shall take place at a time mutually agreeable to the DMS Vendor and NDOT.</p> <p>A.Each training course shall include, at a minimum, four hours of user training and four hours of maintenance training for maintenance and engineering personnel. The training shall cover system operation and system maintenance for serviceable equipment, trouble-shooting, bench-repairable equipment, and system performance and operating parameter development.</p>
Yes			<p>2.All DMS Vendor training personnel shall be qualified instructors who are familiar with and have thorough understanding of the subject matter to be presented. A minimum of two weeks prior to the start of training, a summary of the experience and qualifications of the proposed instructor(s) shall be submitted to NDOT for approval.</p>
Yes			<p>3.The DMS Vendor shall submit a syllabus for each course to the Department for review and approval 45 days prior to the start of any training. The Department will notify the DMS Vendor of acceptability within 15 days after the syllabus was received. Training materials shall include the course outline and material, operations and maintenance manuals, and any additional information needed to adequately describe the subject matter being taught. Training materials shall not be copyrighted.</p>
Yes			<p>4.The DMS Vendor shall deliver a set of training materials for each person being trained (as many as 15 NDOT staff may participate in the training) plus an additional four sets for future use. Each set of training materials shall be individually bound in three-ring, loose-leaf binders with a table of contents and section dividers. The DMS Vendor shall also retain updated versions of the training materials on its website.</p>
Yes			<p>5.The DMS Vendor shall visually record the training sessions and provide NDOT with two copies of the training session in a visual format agreed upon by NDOT. The DMS Vendor shall also be responsible for providing the equipment needed to produce the visual recording.</p>

Yes			<p>6.The training courses are paid on a per-session basis. NDOT may elect to purchase training courses with the initial order, with subsequent orders, annually, as needed, or not at all. The cost paid for training shall include the cost of providing training materials, travel, and related expenses associated with the course. Training for any updates or enhancements generated at the request of the DMS Vendor shall be performed at no cost to NDOT.</p>
<p>NOTES/COMMENTS:</p>			

J. TECHNICAL SPECIFICATION: SUBMITTALS

YES	NO	NO & PROVIDE ALTERNATIVE												
Yes			<p>1.The DMS Vendor shall prepare and submit detailed shop drawings for each DMS unit, indicating the types of materials proposed for each component of the sign, parts lists, assembly techniques, layout of all display elements, and wiring schematics. These drawings shall be submitted to the Department for review and approval within 60 days from the date of receipt of purchase order and prior to fabrication of any sign. Parts lists shall include circuit and board designation, part type and class, power rating, component manufacturer, and mechanical part manufacturer.</p>											
Yes			<p>2.As part of the submittals for the DMS assembly, the DMS Vendor shall submit an engineering drawing, illustrating the DMS character set as shown below, for review and approval by NDOT. Prior to finalization of the DMS character set, NDOT reserves the right to modify the DMS character set and add up to 12 additional characters or bitmap images.</p> <table border="1" data-bbox="695 1226 1398 1528"> <tr><td>26 upper-case letters, 10 numerals</td></tr> <tr><td>an exclamation mark (!)</td></tr> <tr><td>a degree (°)</td></tr> <tr><td>a hyphen (-)</td></tr> <tr><td>a plus sign (+)</td></tr> <tr><td>a colon (:)</td></tr> <tr><td>two chevrons (&lt;) and (&gt;)</td></tr> <tr><td>an and (&amp;)</td></tr> <tr><td>a forward slash (/)</td></tr> <tr><td>the following arrows (↓), (↑), (←), (→), (↖), (↗), (↘), and (↙)</td></tr> <tr><td>up to 10 traffic-related bitmap images (to be determined by NDOT)</td></tr> </table>	26 upper-case letters, 10 numerals	an exclamation mark (!)	a degree (°)	a hyphen (-)	a plus sign (+)	a colon (:)	two chevrons (<) and (>)	an and (&)	a forward slash (/)	the following arrows (↓), (↑), (←), (→), (↖), (↗), (↘), and (↙)	up to 10 traffic-related bitmap images (to be determined by NDOT)
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up to 10 traffic-related bitmap images (to be determined by NDOT)														
Yes			<p>3.The DMS Vendor shall also submit complete technical information, shop drawings, photographs, graphs, circuit diagrams, instruction manuals, security provisions, and any other necessary documents to fully describe the DMS and associated equipment.</p> <p>Five copies of all submittal information shall be furnished</p>											
<p>NOTES/COMMENTS:</p>														



**K. TECHNICAL SPECIFICATION: NATIONAL TRANSPORTATION COMMUNICATIONS FOR INTELLIGENT TRANSPORTATION SYSTEM (ITS) PROTOCOL, OR NTCIP REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			<p><b>1. References:</b> These specifications reference several standards through their NTCIP-designated names. In many cases, the standard is more widely known by its original NEMA number, which is also identified.</p> <p>Each NTCIP component covered by these project specifications shall implement the most recent version of the standard that is at the stage of Recommended or Higher as of DATE OF THE RFP, including any and all Approved or Recommended Amendments to these standards as of the same date. It is the responsibility of the DMS Vendor to monitor the NTCIP activities to discover any recent additional documents (these shall include minutes from the NTCIP Working Group).</p>
Yes			<p><b>2. General Requirements</b></p> <p>a. Subnet Level Each NTCIP Component shall support NTCIP 2102 (<i>SP – PMPP/FSK</i>) with data rates from 1.2 kbps to 56 kbps. NTCIP components may support additional Subnet Profile Standards at the manufacturer's option. At any one time, only one Subnet Profile shall be active on a given serial port of the NTCIP Component. If the NTCIP Component has a serial port that supports multiple Subnet Profile Standards, the NTCIP Component shall be configurable to allow the field technician to activate the desired Subnet Profile and shall provide a visual indication of the currently selected Subnet Profile.</p>
Yes			<p><b>3. Transport Level:</b> Each NTCIP Component shall comply with NTCIP 2202 (<i>TCP/IP and UDP/IP</i>). The NTCIP components may support additional Transport Profile Standards at the manufacturer's option. Response datagrams shall use the same Transport Profile Standard used in the request. Each NTCIP Component shall support the receipt of datagrams conforming to any of the identified Transport Profile Standards at any time.</p>
Yes			<p><b>4. Application Level:</b> Each NTCIP Component shall comply with the NTCIP 1101 (<i>STMF</i>) and shall meet the requirements for Conformance Level 1. An NTCIP Component may support additional Application Profile Standards at the manufacturer's option. Responses shall use the same Application Profile Standard used by the request. Each NTCIP Component shall support the receipt of Application data packets at any time allowed by the identified standards</p>
Yes			<p><b>5. Information Level:</b> Each NTCIP Component shall provide Full, Standardized Object Range Support (FSORS) of all objects required by this RFP, unless otherwise indicated below, or approved by the Department. The maximum Response Time for any object or group of objects shall be 200 milliseconds.</p>
Yes			<p><b>6. The DMS shall support all mandatory objects of all mandatory Conformance Groups as defined in NTCIP 1201 (<i>Global Object Definitions</i>) and NTCIP 1203</b></p>

			( <i>Object Definitions for DMS</i> ). Exhibit 2 indicates the modified object requirements for these mandatory objects.
Yes			<p>7. Other Requirements: The NTCIP Component shall also implement all mandatory objects of the following optional conformance groups.</p> <ul style="list-style-type: none"> <li>o Time Management, as defined in NTCIP 1201.</li> <li>o Required Multi-Tags, as defined in Exhibit 3.</li> <li>o Timebase Event Schedule, as defined in NTCIP 1201. Exhibit 4 indicates the modified object requirements for this conformance group.</li> <li>o Font Configuration, as defined in NTCIP 1203.</li> <li>o Multi-Error Configuration, as defined in NTCIP 1203.</li> <li>o Multi-Configuration as defined in NTCIP 1203. Exhibit 5 indicates the modified object requirements for this conformance group.</li> <li>o Illumination/Brightness Control, as defined in NTCIP 1203. Exhibit 6 indicates the modified object requirements for this conformance group.</li> <li>o Scheduling, as defined in NTCIP 1203. Exhibit 7 indicates the modified object requirements for this conformance group.</li> <li>o Status Error, as defined in NTCIP 1203.</li> <li>o Lamp Error Status, as defined in NTCIP 1203.</li> </ul> <p>The NTCIP Component shall also implement the optional objects shown in Exhibit 8.</p>
Yes			<p>8. <u>NTCIP Support</u>: The NTCIP Component developer shall provide software upgrades at no cost to the Department for the period of the contract for both central software and field units. All modified software shall be provided with full description of modifications. Implementation of this software shall be at the discretion of the Department.</p>
Yes			<p>9. <u>Interpretation Resolution</u>: If the Department or NTCIP component developer discovers a statement that cannot be implemented or is ambiguous in the standards referenced by this RFP, the issue shall be submitted to the appropriate NTCIP Working Group for resolution. If the Working Group fails to respond within 90 days, the Department shall provide an interpretation of the specification for use on the project.</p>
<b>NOTES/COMMENTS:</b>			

Exhibit 1 provides the full reference to the current version of each of these standards.

Abbreviated Number	Full Number (NEMA Number)	Title
NTCIP 1101	NTCIP 1101:1996v01.12 (NEMA TS 3.2-1996)	Simple Transportation Management Framework (STMF)
NTCIP 1201	NTCIP 1201:1996v01.10 (NEMA TS 3.4-1996)	Global Object (GO) Definitions
NTCIP1203	NTCIP 1203:1997v01.15 (NEMA TS 3.6-1997)	Object Definitions for Dynamic Message Signs (DMS)
NTCIP 2103	NTCIP 2103:2003v01.14 (NEMA TS 3.SP-PPP)	Point-to-Point Protocol (PPP) using RS-232 Subnetwork Profile

NTCIP 2202	NTCIP 2202:2001v01.05 (NEMA TS 3.TP-Internet v99.01.03)	Transmission Control Protocol/Internet Protocol (TCP/IP) and User Datagram Protocol/Internet Protocol (UDP/IP)
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**Exhibit 1: NTCIP STANDARDS**

Object	Reference	Project Requirement
moduleTableEntry	NTCIP 1201 Clause 2.2.3	Shall contain at least one row with moduleType equal to 3 (software). The moduleMake shall specify the name of the manufacturer, the moduleModel shall specify the manufacturer's name of the component and the modelVersion shall indicate the model version number of the component.
vmsCharacterHeightPixels	NTCIP 1203 Clause 2.3.1.1.1.1	Shall contain the value zero (0) to indicate a variable character height.
vmsCharacterWidthPixels	NTCIP 1203 Clause 2.3.1.1.1.2	Shall contain the value zero (0) to indicate a variable character width.
dmsMaxChangeableMsg	NTCIP 1203 Clause 2.6.1.1.1.3	Shall be at least 16
dmsFreeChangeableMemory	NTCIP 1203 Clause 2.6.1.1.1.4	Shall be at least 32 when no messages are stored.
dmsMessageMultiString	NTCIP 1203 Clause 2.6.1.1.1.8.3	The DMS shall support any valid Markup Language for Transportation Information (MULTI) string containing any subset of those MULTI tags listed in Exhibit 3 <ul style="list-style-type: none"> <li>• local</li> <li>• external</li> <li>• central</li> </ul>
dmsControlMode	NTCIP 1203 Clause 2.7.1.1.1.1	The DMS shall support the following control modes: <ul style="list-style-type: none"> <li>• local (2)</li> <li>• external (3)</li> <li>• central (4)</li> <li>• simulation (6)</li> </ul>

**EXHIBIT 2: MODIFIED OBJECT RANGES FOR MANDATORY OBJECTS**

Tag	Description
cb	color - background
cf	color - foreground
f1,5	time, 12 hour format
f2,5	time, 24 hour format
f3,4	temperature, °C
f4,4	temperature, °F
f7,3	day of week
f8,2	day of month
f9,3	month of year
f11,4	year, 4 digits
fl (and /fl)	flashing text
jl2	justification line - left
jl3	justification line - center
jl4	justification line - right
jp2	justification page - top
jp3	justification page - middle
jp4	justification page - bottom
mvcl60,1.4,xxxx	circular text (indicated by "xxxx" tag moving left to right)
nl	new line
np	new page
pt	page time
sc	spacing character

**EXHIBIT 3: REQUIRED MULTI –TAGS**

Object	Reference	Project Requirement
maxTimeBaseScheduleEntries	NTCIP 1201 Clause 2.4.3.1	Shall be at least 30
maxDayPlans	NTCIP 1201 Clause 2.4.4.1	Shall be at least 16
maxDayPlanEvents	NTCIP 1201 Clause 2.4.4.2	Shall be at least 10

**EXHIBIT 4: MODIFIED OBJECT RANGES FOR TIMEBASE EVENT SCHEDULE CONFORMANCE GROUP**

Object	Reference	Project Requirement
defaultJustificationLine	NTCIP 1203 Clause 2.5.1.1.1.6	The DMS shall support the following forms of line justification: <ul style="list-style-type: none"> <li>• left</li> <li>• center</li> <li>• right</li> <li>• full</li> </ul>
defaultJustificationPage	NTCIP 1203 Clause 2.5.1.1.1.7	The DMS shall support the following forms of page justification: <ul style="list-style-type: none"> <li>• top</li> <li>• middle</li> <li>• bottom</li> </ul>
defaultPageOnTime	NTCIP 1203 Clause 2.5.1.1.1.8	The DMS shall support the full range of these objects with step sizes no larger than 0.1 seconds
defaultPageOffTime	NTCIP 1203 Clause 2.5.1.1.1.9	The DMS shall support the full range of these objects with step sizes no larger than 0.1 seconds
defaultCharacterSet	NTCIP 1203 Clause 2.5.1.1.1.10	The DMS shall support the following character sets: 8-bit value

**EXHIBIT 5: MODIFIED OBJECT RANGES FOR MULTI-CONFIGURATION CONFORMANCE GROUP**

Object	Reference	Project Requirement
dmsIllumControl	NTCIP 1203 Clause 2.8.1.1.1.1	The DMS shall support the following illumination control modes: <ul style="list-style-type: none"> <li>• photocell</li> <li>• timer</li> <li>• manual</li> </ul>
dmsIllumNumBrightLevels	NTCIP 1203 Clause 2.8.1.1.1.4	Shall be at least 7

**EXHIBIT 6: MODIFIED OBJECT RANGES FOR ILLUMINATION/BRIGHTNESS CONTROL CONFORMANCE**

**GROUP**

Object	Reference	Project Requirement
numActionTableEntries	NTCIP 1203 Clause 2.9.1.1.1.1	Shall be at least 24

**EXHIBIT 7: MODIFIED OBJECT RANGES FOR SCHEDULING CONFORMANCE GROUP**

Object	Reference	Project Requirement
defaultFlashOn	NTCIP 1203 Clause 2.5.1.1.1.3	The DMS shall support the full range of these objects with step sizes no larger than 0.1 seconds
defaultFlashOff	NTCIP 1203 Clause 2.5.1.1.1.4	The DMS shall support the full range of these objects with step sizes no larger than 0.1 second.
dmsMessagePixelService	NTCIP 1203 Clause 2.6.1.1.1.8.7	The DMS shall have the pixel service enabled (1) during a blank message and disabled (0) when an active message is being displayed.
dmsSWReset	NTCIP 1203 Clause 2.7.1.1.1.2	FSORS
dmsMultiOtherErrorDescription	NTCIP 1203 Clause 2.7.1.1.1.20	If the Vendor implements any vendor-specific MULTI tags, the DMS shall provide meaningful error messages within this object whenever one of these tags generates an error.
watchdogFailureCount	NTCIP 1203 Clause 2.11.1.1.1.5	FSORS
fanFailures	NTCIP 1203 Clause 2.11.2.1.1.8	FSORS
fanTestActivation	NTCIP 1203 Clause 2.11.2.1.1.9	FSORS
tempMinCtrlCabinet	NTCIP 1203 Clause 2.11.4.1.1.1	FSORS
tempMaxCtrlCabinet	NTCIP 1203 Clause 2.11.4.1.1.2	FSORS
tempMinSignHousing	NTCIP 1203 Clause 2.11.4.1.1.5	FSORS
tempMaxSignHousing	NTCIP 1203 Clause 2.11.4.1.1.6	FSORS

**EXHIBIT 8: OPTIONAL OBJECT REQUIREMENTS**

L. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
NOTES/COMMENTS:			

M. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Upon request of the State Purchasing Bureau, the vendor shall, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.
NOTES/COMMENTS:			

N. DELIVERY AND INSTALLATION

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. The field contractor for each DMS installation project is responsible for identifying a location, (approved by and coordinated with the Department) for accepting delivery of the DMS, controllers, and other shipped accessories required for complete installation and operation of the DMS. The field contractor will receive a 24-hour notice prior to delivery of each sign. Within three hours of delivery, the field contractor is required to remove and unload the complete contents delivered, and clean out any shipping material.  The DMS and all its associated components will be the responsibility of the field contractor from the moment the field contractor begins handling the equipment in any manner. It is therefore the responsibility of the field contractor to thoroughly inspect all DMS equipment for any possible damage before the delivery vehicle departs, and obtain documentation of any damage on the bill of lading. In the event of damage, the field contractor shall be responsible for notifying the Department and initiate the replacement procedures. In the event no damage claim is filed with the

			<p>Department within three days of delivery, it shall be assumed that the received equipment had no observable physical damage.</p> <p>The field contractor shall be responsible for storage and protection of all materials shipped from the time of delivery until installation.</p> <p>All shipped DMS equipment shall be transported to the site, unloaded, installed, and erected by the field contractor. The field contractor shall provide traffic control (lane closures) and a bucket truck (including an operator) for use by the DMS Vendor's representative during the installation and testing of each DMS. The DMS Vendor shall give the field contractor a minimum of three week notice prior to each requested closure, and attempt to utilize lane closures when established for the field contractor's activities, whenever possible.</p> <p>The DMS Vendor shall have a qualified representative present at the time of delivery and installation. The DMS Vendor's representative and the field contractor will together inspect the delivered equipment, following that, the field contractor will note and document any damage in writing, which shall be initialed by both parties. Any damaged equipment shall be the responsibility of the DMS Vendor. Delivery</p>
<p><b>NOTES/COMMENTS:</b> Daktronics will coordinate with the field contractor to meet these requirements.</p>			

**O. PACKAGING**

YES	NO	NO & PROVIDE ALTERNATIVE	
		Walk-ins are not shipped in cartons.	<p>1. Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.</p>
<p><b>NOTES/COMMENTS:</b> Walk-ins are not shipped with any packing material, all the information will be on the bill of lading.</p>			

**P. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			<p>1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**Q. QUALITY ASSURANCE AND DOCUMENTATION**

YES	NO	NO & PROVIDE ALTERNATIVE	

Yes			1.The DMS Vendor shall maintain a Quality Management System (QMS) as a means of ensuring product conformation to specified requirements through quality planning. The vendor's QMS shall have been in place for a minimum of five (5) years prior to the bid date for this project. The scope of the QMS shall include design, manufacture, installation, maintenance, and sales of DMS. The vendor's pre-build technical submittal shall provide a copy of the company's quality manual, which shall detail the various components of the QMS.
Yes			2. <b>DOCUMENTATION:</b> In addition to the requirements of the Standard Specifications, documentation for the DMS assembly shall include complete and comprehensive information on all equipment components and accessories. The DMS Vendor shall provide blueprints, line drawings and descriptive text sufficient to allow a technician of average skill to diagnose, repair, and maintain the equipment and its components.
Yes			Firmware documentation shall include description of all functions that explain how operations are related to remote and local commands; all program source-codes in both printed and machine-readable form, detailed memory maps, and detailed communications protocol documentation.
Yes			Computer-generated text shall be printed in 10-point Arial font or larger, using laser-printed quality unless otherwise approved by NDOT in advance. NDOT shall have the right to reproduce any material for its educational and maintenance purposes only.
Yes			The books and manuals shall be delivered to NDOT upon delivery of the first unit. Acceptance and payment cannot be approved until NDOT has received acceptable manuals.
Yes			The DMS Vendor shall furnish five copies of all documentation.
Yes			3.The DMS Vendor shall supply the software with full documentation, containing ASCII versions of the following MIB files in ASN.1 format, as listed below.
Yes			a. The relevant version of each official standard MIB Module referenced by the device functionality.
Yes			b. If the device does not support the full range of any given object within a Standard MIB Module, a manufacturer-specific version of the official Standard MIB Module with the supported range, indicated in ASN.1 format in the SYNTAX and/or DESCRIPTION fields of the associated OBJECT TYPE macro. The name of this file shall be identical to the standard MIB Module, except that it will have the extension "man."
Yes			c. A MIB Module in ASN.1 format containing any and all manufacturer-specific objects supported by the device with accurate and meaningful DESCRIPTION fields and supported ranges indicated in the SYNTAX field of the OBJECT-TYPE macros.
Yes			d. A MIB containing any other objects supported by the device (these to include any proprietary manufacturer-specific objects).
Yes			The manufacturer shall allow the use of any and all of this documentation by any party authorized by the Nebraska of Transportation for systems integration purposes at any time initially or in the future, regardless of what parties are involved in the systems integration effort.

**NOTES/COMMENTS:**

**R. PRICES**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			<p>1. Price quoted shall be unit price and shall be firm for Three (3) years from date of an award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the SPB a minimum of one hundred twenty (120) days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. In no instance may a price increases be billed to the State until the contract is amended. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**S. GRAY MARKET PRODUCTS PROHIBITION**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			<p>1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unlicensed by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**T. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1.To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

U. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Each DMS unit and all of its associated equipment shall be warranted against all defects in materials and workmanship for a minimum of one year from the date of acceptance, as recorded by NDOT. The warranty shall be a full warranty and shall include warranties of merchantability and fitness for particular purpose.
Yes			2. The warranty shall provide that in the event of a malfunction during the warranty period, the defective component, card, module, subassembly, or auxiliary device shall be replaced with a working component within five (5) working days for use, while the warranted component is being repaired.
Yes			3. Any component of equipment, which, in the opinion of the Department, fails three (3) or more times prior to the expiration of the warranty, shall be judged as unsuitable. With the Department's approval, it shall be replaced by the DMS Vendor with a new component of the same type at no cost to NDOT. The unsuitable component shall be permanently removed from the project. A failure shall also be defined as the sign becoming unreadable or illegible, as determined by the Department.
Yes			4. A qualified, authorized representative of the DMS Vendor, who has been trained by the DMS manufacturer, shall perform all diagnoses and repairs during the warranty period. With the Proposal, the DMS Vendor shall furnish a signed letter to NDOT , designating the authorized representative of the DMS Vendor who will perform the warranty and maintenance work. An assessment and on-site inspection shall be conducted within twenty-four (24) hours of notification and repairs completed within seventy-two (72) hours. Failure to comply within the time frame may result in a \$50.00 per day penalty, excluding failure to perform arising from causes beyond control such as acts of God, floods, fires or unusually severe weather.

Yes			<p>5. There shall be no maintenance charges during the term of warranty. The DMS Vendor agrees to provide all the required labor and parts (at no cost to NDOT) to remove, repair or replace, and reinstall any such defective workmanship and/or materials, which becomes or is found to be defective during the term of this warranty.</p> <p>The DMS Vendor shall warrant:</p>
Yes			<p>a. That all services performed hereafter shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.</p>
Yes			<p>b. That all items furnished conform to the requirements of this contract and shall be free from defects in design materials and workmanship.</p>
Yes			<p>c. That it has ownership and/or marketing rights for all items, including intellectual property, provided pursuant to this contract.</p>
Yes			<p>d. That the supplied equipment is in compliance with all applicable regulations.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**V. ACCEPTANCE AND TESTING REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			<p>1. Each item delivered will be subject to a systems acceptance test in accordance with the specifications, following successful completion of the subsystem test. The Department may permit correction of deficiencies during the system acceptance test; however, in the event that a major failure is identified, the NDOT Contract Officer shall notify the DMS Vendor of such major failure in writing. The DMS Vendor shall have seven (7) days from the receipt of notification to advise the Contract Officer (in writing) of the DMS Vendor's successful testing of such remedy. If the remedy is acceptable, the Contract Officer will allow resumption of the system acceptance test at the point deemed appropriate by the Contract Officer.</p>
Yes			<p>In the event that the DMS Vendor does not provide a timely and acceptable remedy, the Contract Officer may, at his or her option, resort to any single or combination of the following remedies:</p>

Yes			A. Specify a remedy for failures and begin a new acceptance test upon successful testing of the remedy
Yes			501 B. Terminate the contract and return all items without incurring any liability.
Yes			C. Reserve all rights or claims for breach of any covenant of the contract.
Yes			<b>2.GENERAL:</b> The required performance testing of all materials and equipment not previously tested and approved by NDOT. The DMS Vendor shall demonstrate that the equipment and the systems furnished and installed under this contract shall function in full compliance with the requirements of the contract documents. This demonstration(s) shall be conducted in the presence of the Department and shall be conducted in the State of Nebraska. The DMS Vendor shall develop all of the required test procedures and data forms and shall submit them for the Department's approval at least twenty-one (21) days prior to performing the associated tests.
Yes			All testing shall be conducted Monday through Friday between 8:00 a.m. and 5:00 p.m., unless otherwise approved by the Department reviewing the test results. A DMS Vendor's representative shall be present at all tests. If the equipment or systems fail any part of the test, the entire test shall be repeated, at the option of the Department. The DMS Vendor shall furnish and maintain all test equipment and services. The DMS Vendor shall notify the Department of the time, date and place of each test at least fourteen (14) days prior to the date on which the test is planned.
Yes			Neither witnessing of the tests by NDOT nor the waiving of the right to do so will relieve the DMS Vendor of the responsibility to furnish and install the work in accordance with the contract documents. Such actions by the NDOT representatives, or approval of any test results by them, will not be deemed as acceptance of the equipment or systems tested until the successful completion of the System Acceptance Test.
Yes			The contract period will not be extended for time loss or delays related to testing.
Yes			The cost for testing shall be considered as part of the unit cost for the item tested and no direct payment will be made for them.
Yes			<b>3.TEST PROCEDURES AND TEST DATA FORMS :</b> The DMS Vendor shall prepare and submit all of the test procedures and test data forms for the Department's approval at least twenty-one (21) calendar days before the scheduled testing. The Department will review the submitted test procedures and return them to the DMS Vendor. If re-submittal of the test procedures is not required, the DMS Vendor may conduct the test as scheduled. At a minimum, the test procedures and data forms shall include the following:  <ul style="list-style-type: none"> <li>o A step-by-step outline of the test sequence to be followed, showing a test of every function of the equipment or system to be tested.</li> <li>o A description of the expected operation output and test results.</li> <li>o An estimate of the test duration and a proposed test schedule.</li> <li>o A data form to be used to record all data and quantitative results obtained during the test.</li> <li>o A description of any special equipment, setup, manpower, or conditions required for the test.</li> </ul>
Yes			Except as otherwise noted, the submission of test procedures shall be made by the DMS Vendor and processed by the Department as "Submittal Data".

Yes		Manual is electronic only. Software is a download.	4. TESTING-EQUIPMENT AND SOFTWARE : As part of the testing requirements, the DMS Vendor shall furnish all testing software and equipment required for testing and developing it, as needed. All testing software shall be submitted along with the test procedures and shall be subject to the approval of the Department. Testing software, including the source code, shall be furnished on CD-ROM and in printed form. The DMS Vendor shall provide thorough documentation and user instructions for the test software.
Yes			5. TEST CATEGORIES i. Design Approval and Pre-installation Demonstration Test ii. Field Acceptance Test iii. System Acceptance Test
Yes			6. DESIGN APPROVAL (DA): Design Approval shall be conducted at independent testing facilities in accordance with the approved test procedures for all equipment comprising the DMS assembly. The DMS Vendor shall certify the rated life of the DMS assembly and that software will be developed without the use of proprietary protocols.
Yes			Certification of Design Approval, performed previously for similar equipment, may be accepted in lieu of performing new tests at the discretion of the Department. When submitting certifications for previously conducted tests, the DMS Vendor shall state any and all differences between the equipment previously tested, and the equipment proposed under this contract.
<b>NOTES/COMMENTS:</b>			

This test shall be successfully completed prior to award of contract. The Winning Bidder will be required to provide documentation supporting the system requirements as listed in the following chart. Documents can include Professional Engineer stamped shop drawings (PE), certificate of manufacture testing (CM), or the contractual agreement that results from this ITB.

Requirement Text	Doc Type	Approve (Yes/No)
The field system shall not decrease performance under these listed environmental conditions:	PE	
Temperature range of -40°F to +140°F	PE	
Humidity range of 0% to 99%, non-condensing	PE	
Minimum winds of 90-mph including 30% gust factors	PE	
Designed to withstand a negative (outward) pressure of 50 percent of the design inward wind pressure due to truck traffic.	PE	
Withstand snow load of 3 lbs/sqft	PE	
The DMS shall be installed on permanent over-the-roadway sign structures or side of the road posts	PE	
Overhead DMS 4400 pounds max weight	PE	

System shall run on single phase 120/240 VAC, 60Hz.	PE	
DMS case shall not reflect glare from the sun onto traveling public.	PE	
DMS system shall be surge protected.	PE	
DMS system shall include lightning arrestors.	PE	
All cases shall provide environmental protection from conditions listed under current NEMA TS-4 standards.	PE	
The cage support frame shall withstand vibrations as specified by NEMA TS-4, subsection 2.2.8	PE	
All case assemblies shall be rated for high-pressure washing.	PE	
UPS shall use maintenance free batteries.	CM	
Ventilation system designed to keep the internal DMS air temperature lower than +140°F when the outdoor ambient temperature is +115°F or less.	PE	
Air conditioning shall not be permitted.	PE	
Filters shall be listed and rated Class 2 by UL.	CM	
Filter that removes airborne particles measuring 500 microns in diameter and larger.	CM	
The internal air circulating system shall be capable of maintaining air differential temperatures throughout the DMS case under 35°F.	PE	

Sign shall use high intensity Light Emitting Diode (LED) technology.	PE	
LEDs shall be AlInGaP or InGaN semiconductor technology.	CM	
LEDs shall emit red light at a peak wavelength of 624 ± 6 nm.	CM	
LEDs shall emit green light at a peak wavelength of 529 ± 10 nm.	CM	
LEDs shall emit blue light at a peak wavelength of 470 ± 10 nm.	CM	
LEDs shall consist of a 30° viewing angle.	CM	
6 or more LEDs shall be used in a circular cluster to form a pixel.	PE	
Pixels shall have equal numbers of each set of colored LEDs.	PE	
Pixels shall be equally spaced horizontally and vertically.	PE	
Each pixel shall have equal color and on-axis intensity.	PE	
Each pixel shall be rated for 100,000 hours of operation under field conditions at 70% or higher of original brightness.	CM	
The DMS controller shall be able to interface with NDOT's ATMS software.	CM	
DMS controller shall communicate using NTCIP protocol.	PE	
Available supply of parts for maintenance and repairs/replacements.	ITB	
In-house field service calls for technology specific repairs.	ITB	
Available software upgrades.	ITB	
Available software support.	ITB	

Purchased parts are new, unused current production models.	ITB	
Perform stand-alone and system acceptance testing.	ITB	
Provide training for software use.	ITB	
Provide training for maintenance and repair work.	ITB	
Provide shop drawings for all wiring connection in the system.	ITB	
Provide instruction manuals for operation, maintenance, repair activities of the system.	ITB	

**PRE-INSTALLATION DEMONSTRATION TEST**

A Demonstration Test shall be conducted on a DMS assembly production unit to demonstrate to the Department that all contract documents are satisfied. The Demonstration Test shall include verification of proper operation of the DMS assembly for at least two hours after the following:

- o Having been stabilized at the maximum specified temperature, humidity and voltage.
- o Having been stabilized at the minimum temperature, humidity and voltage
- o Having been stabilized at +70°F and nominal input voltage of 120/240 ±15 VAC, 60 ±3Hz.

The DMS Vendor shall pay for the full cost of transportation and lodging for two Department representatives to attend the DT. The DT shall be completed within five consecutive workdays at the manufacturer's facility. All DT shall be conducted in accordance with the approved test procedures.

The DT shall be conducted on a DMS assembly completely interconnected to represent the final field installation. The set-up shall include the sign, sign controller, laptop computer or central system, and photoelectric switch.

If a component fails to pass its DT, the component shall be corrected or replaced and the test repeated until proven successful, as approved by the Department.

The DMS Vendor shall provide diagnostic hardware and software to test the DMS remote control and communications functions. The diagnostic hardware and software shall exercise all of the remote control functions of the DMS. The diagnostic hardware and software shall remain the property of the DMS Vendor.

The following chart will serve as a minimum check list of requirements for the DT:

Requirement Text	Approve (Yes/No)
Walk in case for DMS.	
Access doors on both sides of the sign case.	
Doors shall have a removable railing across opening to prevent falling out of case.	
Doors shall be keyed with a Corbin #2 key.	
Doorway opening shall be minimum of 72" high by 24" wide.	
Door shall open outward.	
Have stops to retain the door open at the 90° and 120° positions.	
Include level interior walkway along the bottom of the DMS case.	
Interior walkway shall be non-slip surface.	
Interior walkway shall not be uncomfortable for kneeling.	
The minimum distance from the interior rear wall of the DMS case to the closest display components shall be 24 inches	
Maintenance is performed from inside the sign case for DMS, with the exception of structural members	

DMS case attachment to overhead sign structure shall allow for up to a 3° tilt in the vertical axis.	
Max length of 26/19 feet for DMS.	
Max height of 9 feet for overhead DMS.	
Sign case max operation shall not exceed 40 amps per leg (3-wire plus ground).	
Include knockouts for two 3" conduits and one 2" conduit.	
Include weep holes at the bottom of the case.	
One 15 amp, 120 VAC duplex outlet shall be located on each end of the DMS case.	
Include internal lighting system.	
Minimum of 30 watts for internal lighting in all areas inside case.	
Lights controlled by up to 4 hour adjustable timer.	
Timer located just inside the DMS case door.	
No internal lighting shall be visible to motorists.	
Front side of the DMS shall be flat black.	
The display face of the DMS shall have a minimum 12-inch outer flat black border around the perimeter of pixel matrix.	
All DMS equipment, components, and assemblies located in the DMS case shall be removable and capable of being installed and transported by one person.	
Include ethernet port inside of DMS case for laptop control of DMS system.	
DMS controller shall be located in the sign case.	
Max controller power use shall not exceed 20 amps per leg (3-wire).	
Provide sign controller with an uninterruptible power supply (UPS) capable of operating the cabinet for a minimum of two hours. (allows the next poll to send alarms)	
Include sign case heaters to keep inside front face free from condensation.	
Anti-condensation heaters shall be controlled by humidity sensors in the sign case.	
Walk in sign case heaters for maintenance work.	
Work heaters can be controlled by adjustable timer up to 4 hours.	
Timer located just inside the DMS case door.	
Heaters shall return to thermostat control when timer expires.	
All heaters to be controlled by thermostat located inside the case.	
Ventilation system shall consist of two or more intake ports.	
Intake ports shall be located near the bottom of the case rear wall.	
Ventilation system shall positively pressure the case.	
Ventilation fans shall be located downstream from air filters.	
Ventilation system shall use non-proprietary air filters.	
Air filters shall be replaceable from within the DMS case.	
Internal fans shall circulate air inside of case.	
Thermostat adjustable temperature range between 50°F to 110°F	
Ventilation and circulation system can be controlled by an adjustable timer for up to 4 hours.	

Timer control located just inside the DMS case door	
Ventilation and circulation system shall return to thermostat control when timer expires.	
Pixels and modules shall be aligned such that there is no visible difference in illumination.	
Modules shall mount or be removed using either standard hand tools or no tools.	
Module electrical and signal connections shall be the quick-disconnect locking connector type.	
All pixel modules, assemblies, and components shall be compatible and interchangeable.	
Removal or failure of any pixel or module shall not affect the operation of any other module or sign component.	
LEDs pixels shall meet requirements without the use of lenses, fiber optic, or shutters.	
Photo sensor shall detect and compare conditions from at least 3 directions.	
One of the three directions shall be behind the DMS case.	
One of the three directions shall be in front of the DMS case.	
Display shall be full matrix.	
Display shall be 89 x 347 pixels for overhead DMS. (sign 1)	
Display shall be 89 x 245 pixels for side mount DMS. (sign 2)	
Capable of shall up to three rows of text per page.	
Each row shall show up to 17 characters for overhead DMS.	
Each row shall show up to 12 characters for side mount DMS.	
Each row shall be capable of displaying a user-selected number of characters.	
Character height shall be 18 inches.	
Each character shall be formed by a matrix of individual pixels	
Characters shall include 26 upper-case letters	
Characters shall include 10 numerals	
Characters shall include exclamation mark (!), degree (°), hyphen (-), plus sign (+), colon (:), two chevrons (<) and (>), and (&), forward slash (/)	
DMS shall display bitmap images.	
Images shall range from six (6) pixels high by six (6) pixels wide to the full display.	
Shall images include arrows pointing at each multiple of 45°	
The characters forming words shall be readable by a person with 20/20 corrected vision within a range of 100 feet to 1,000 feet in advance of the sign at an eye-height of 3.5 feet within a 30° cone of vision about the optical axis.	
Door will have a door ajar sensor that reports to the sign controller.	
Include a controller dedicated to operation of the DMS system.	
DMS system shall be independent in operation of any other DMS.	
All heaters can be controlled by sign controller.	
Sensors shall monitor fan rotational speed.	

Fan speed shall be reported to the sign controller.	
if a fan fails, it shall automatically be deselected and another fan activated.	
Fan error message shall be sent to the sign controller.	
Ventilation and circulation system will be thermostatically controlled.	
Thermostat reading shall be sent to sign controller.	
Thermostat shall be located near the top of the DMS interior	
The modules shall be adequately addressed and physically identified inside the DMS.	
LED sensors shall be incorporated into each module.	
At a minimum, LED sensors shall indicate a failed LED, improper supply voltage, and failed communications conditions.	
LED sensor data shall be sent to the sign controller.	
DMS system shall include control software to be installed on a PC.	
Allow display time configuration including unlimited time in minutes.	
Controller shall change to neutral message after time expires.	
Allow use of a neutral message to be displayed at all times unless commanded otherwise. Neutral message can be blank sign.	
Command the sign to display at least two alternating static messages.	
Allow configuration of alternating message delay time.	
Delay time shall be configurable in tenths of a second between .3 and 12.0 seconds.	
Controller shall blank sign before displaying new message.	
Controller shall execute the change from blank display to new message in under .9 seconds.	
Controller shall execute the change from existing message to new message in under 2.3 seconds.	
Command the sign to display a message from memory.	
Store minimum of 16 2-phase full messages in memory.	
Memory shall be battery backed for power loss of up to 24 hours.	
Controller operations shall not disrupt current sign message.	
Controller shall continue last display command if communications are lost.	
Controller shall check message format for compliance with display constraints.	
Controller shall reject any command to display a message that doesn't follow display constraints.	
Controller shall execute periodic tests of all sensors for diagnostics.	
Allow every system sensor to have at least 2 reading levels that trigger an alarm in the controller.	
Every alarm setting shall be user configurable.	
Sign controller shall respond to a request of status (a poll).	
At a minimum the poll reply shall include the following:	
Assigned DMS location address.	
Messages currently stored in memory.	
Current message command being displayed on the DMS including the start time and duration.	
Current message reply shall be delivered as a full matrix diagram showing all on or off pixels.	
Thermostat readings.	

Display illumination level.	
Photocell readings.	
LED power supply voltage levels.	
UPS status. (battery level)	
Fan rotation sensor readings.	
Humidity sensor readings.	
The sign controller shall automatically include the following during the next polling.	
LED failure.	
AC power failure	
AC power recovery.	
Surge protection has been tripped.	
The walk in door is ajar.	
Any sensor alarm has been triggered.	
Message command does not meet display constraints.	
DMS controller shall use a photo sensor to automatically change the pixel intensity in response to ambient lighting conditions.	
Pixel intensity shall be based on at least 3 different settings. (night use, over bright, and normal daytime)	
Each intensity setting shall range on contrast values between 6 and 25.	

1) **READABILITY TEST**

This test will be conducted using five individuals with 20/20 vision (corrected 20/20 vision shall be acceptable), selected by the Department. Messages shall be read at distances of 100 feet and 1,000 feet, with the sun at a low angle both in front and behind the sign. Eighty-percent correct response shall be considered passing.

2) **POWER LINE TRANSIENT TEST**

A transient generator shall be connected to the AC input service of the sign controller and test pulses applied under the following conditions:

- a. With power to the sign controller assembly turned off, apply 1000 volts of both positive and negative polarity to the AC input every two seconds for a maximum of three applications of each polarity. The energy source shall be a fully charged 15-microfarad capacitor.
- b. With power to the sign controller turned on and the sign display continuously (every three seconds) responding to commands for new messages from the communications unit, apply test pulses as follows:
  - i). Amplitude - 300V both positive and negative polarity.
  - ii). Peak power – 2,500 watts.
- c. Repetition: One pulse approximately every other cycle moving uniformly over the full wave in order to sweep over the line cycle once every three seconds.
  - i). Pulse rise time: One microsecond.
  - ii). Pulse width: 10 microseconds.

These pulses shall cause no noticeable effect on the proper operation of the sign display.
- d. With power to the sign controller turned on, and the sign display continually (every three seconds) responding to commands for new messages from the communications unit, apply test pulses as follows:
  - i). Amplitude: 600V both positive and negative polarity.
    - ii). Energy source: Oil-filled, 10-microfarad capacitor with internal surge impedance less than one ohm.
    - iii). Repetition: One discharge every 10 seconds randomly across 360° of the line cycle.

These pulses shall cause no noticeable effect on the proper operation of the sign display.

3) INTENSITY AND CHROMATICITY

Tests shall be conducted to verify chromaticity and intensity over the temperature spectrum. Seven stages shall be tested to simulate this condition; they shall include night (approximately 0.2-footcandles), low light (a normally lit office), overbright (bright sunlight), and four additional light settings approved by the Department. The tests shall be repeated at two temperatures separated by the test day's low and high temperatures or 40°, whichever is greater.

ii. FIELD ACCEPTANCE TEST

Following the installation, the DMS Vendor shall conduct an approved field acceptance test for each DMS assembly and the laptop computer to verify that the units operate as specified. The test shall exercise all stand-alone (non-network) functional operations of the equipment installed in accordance with the Plans, or as directed by the Department. The field test for each DMS shall be completed within two weeks following the installation of the DMS, power, and communication medium by the field contractor. If a unit fails to pass its field acceptance test, it shall be corrected or replaced, and the test repeated until proven successful.

The field acceptance test for the DMS assembly shall be performed using both the sign controller front display panel, the laptop computer, and test any remote functions from the central control software. At a minimum, the test shall verify the following in addition to the checklist provided in the Pre-Demonstration Test:

Requirement Text	Approve (Yes/No)
The DMS shall be installed on permanent over-the-roadway sign structures or side of the road posts	
System shall run on single phase 120/240 VAC, 60Hz.	
DMS system shall be surge protected.	
DMS system shall include lightning arrestors.	
All cases shall prevent entrance of insect and small animals.	

iii. SYSTEM ACCEPTANCE TEST

After the field acceptance test is completed and all communications and central control equipment are in place, the system acceptance test (SAT) shall begin, consisting of a 30-day test period of operations without major failure of DMS Vendor-supplied equipment or software. The purpose of the test is to demonstrate that the total system (hardware, software, materials and construction) is properly installed, is free from identified problems, exhibits stable and reliable performance, and complies with the contract documents. The following, in addition to the checklist provided in the Pre-demonstration Test, shall be tested during the SAT:

Requirement Text	Approve (Yes/No)
The DMS controller shall be able to interface with NDOT's ATMS software.	
DMS system shall communicate through NDOT's communication network.	
Sign controller shall reply to polls prompted from users with laptops or through NDOT's ATMS software.	

All system documentation errors, omissions and changes occurring prior to and during the SAT shall be corrected, resubmitted, and retested before the system acceptance is complete.

Upon successful completion of the system acceptance test for each DMS under the given procurement, the project will be considered complete, and the warranty period will commence.

D. **SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
Yes			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.
<b>NOTES/COMMENTS:</b>			

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 6110 OF**

Form A should be completed and submitted with each response to this ITB. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	Daktronics, Inc.
Bidder Address:	201 Daktronics Dr Brookings, SD 57006
Contact Person & Title:	Scott Fuhrman; Project Manager
E-mail Address:	scott.fuhrman@daktronics.com
Telephone Number (Office):	605-696-0200 Ext. 57011
Telephone Number (Cellular):	605-691-4218
Fax Number:	605-697-4700

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	Daktronics, Inc.
Bidder Address:	201 Daktronics Dr. Brookings, SD 57006
Contact Person & Title:	Scott Fuhrman; Project Manager
E-mail Address:	scott.fuhrman@daktronics.com
Telephone Number (Office):	605-692-0200 Ext. 57011
Telephone Number (Cellular):	605-691-4218
Fax Number:	605-697-4700

## ADDENDUM ONE, QUESTIONS AND ANSWERS

Date: July 10, 2019

To: All Bidders

From: Julie Dabydeen, Buyer  
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to bid 6110 OF to be opened July 19, 2019 at 2:00 p.m.  
Central Time.

---

### Questions and Answers

No questions were received for 6110 OF.

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.

*SK*  




# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

<b>Date</b>	6/20/19	<b>Page</b>	1 of 3
<b>Solicitation Number</b>	6110 OF		
<b>Opening Date and Time</b>	07/19/19	2:00 pm	
<b>Buyer</b>	JULIE DABYDEEN (AS)		

**DESTINATION OF GOODS**  
DEPARTMENT OF TRANSPORTATION  
5001 S 14TH ST  
PO BOX 94759  
LINCOLN NE 68509-4759

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Dynamic Message Signs (DMS) to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

I(bs 06/20/19)

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	DMS SIGN 89 X 347 PIXEL FULL MATRIX LED 3 LINE 17 CHAR	20.0000	EA	_____	_____
2	DMS SIGN 89 X 245 PIXEL FULL MATRIX LED 3 LINE 12 CHAR	30.0000	EA	_____	_____
3	TRAINING OPTIONAL	10.0000	DY	_____	_____
4	EXTENDED WARRANTY OPTIONAL	1.0000	YR	_____	_____

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign \_\_\_\_\_

Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# \_\_\_\_\_

VENDOR: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact \_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile \_\_\_\_\_

Email \_\_\_\_\_

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	6/20/19	Page	2 of 3
Solicitation Number	6110 OF		
Opening Date and Time	06/28/19	2:00 pm	
Buyer	JULIE DABYDEEN (AS)		

**DESTINATION OF GOODS**  
DEPARTMENT OF TRANSPORTATION  
5001 S 14TH ST  
PO BOX 94759  
LINCOLN NE 68509-4759

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5	<b>SIGN PAINTING</b> OPTIONAL /BACK OF SIGN	100.0000	EA	_____	_____
6	<b>PARTS/CIRCUIT BOARD</b> CONTROL BOARD	100.0000	EA	_____	_____
7	<b>PARTS/COMM. MODEM</b> MODEM	100.0000	EA	_____	_____
8	<b>PARTS/RELAYS</b> CONTROL RELAY /ALL	100.0000	EA	_____	_____
9	<b>PARTS/PIXIL OR PIXIL MODULE</b> MODULE GROUP OR BOARD	100.0000	EA	_____	_____
10	<b>PARTS/PRESSURE FAN</b> FORCED AIR BLOWING DEVICE	100.0000	EA	_____	_____
11	<b>FORCED AIR BLOWING DEVICE</b> PARTS/FILTER	100.0000	EA	_____	_____
12	<b>FORCED AIR BLOWING DEVICE</b> PARTS/FILTER	100.0000	EA	_____	_____
13	<b>BOARDS/BLOCKS</b> PARTS/BREAKERS	100.0000	EA	_____	_____
14	<b>DEVICE BREAKERS</b> PARTS/PHOTOCELLS	100.0000	EA	_____	_____
15	<b>PHOTOCELL &amp; DETECTORS</b> PARTS/LIGHT FIGURES	100.0000	EA	_____	_____
16	<b>SIGN HOUSING</b> PARTS/HEATERS	100.0000	EA	_____	_____
17	<b>STRIPS OR FANS</b> PARTS/SWITCHES	100.0000	EA	_____	_____
18	<b>DOOR</b> PARTS/TRANSFORMERS	100.0000	EA	_____	_____
19	<b>POWER TRANSFORMERS</b> PARTS/MODULES	100.0000	EA	_____	_____

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

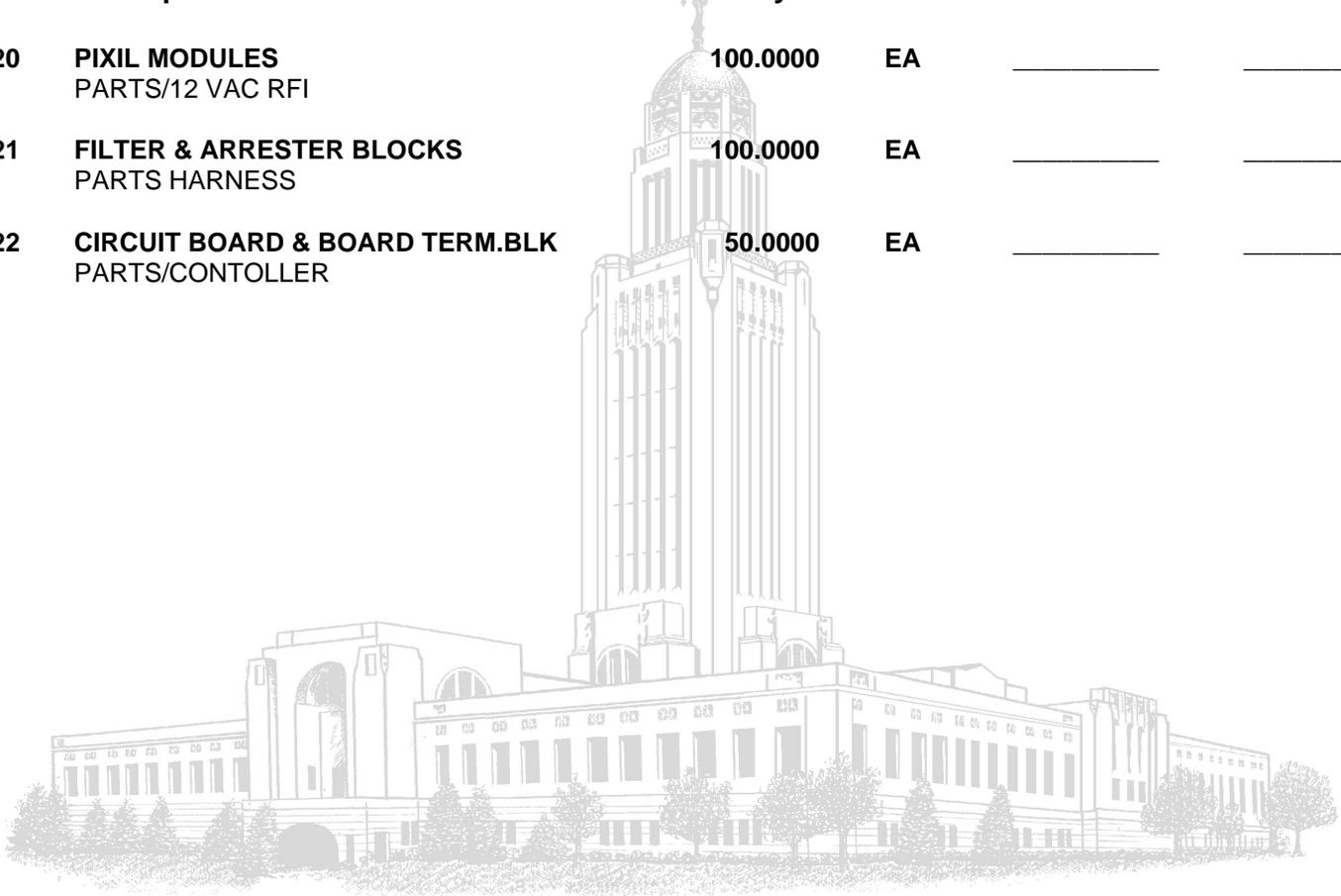
Telephone: 402-471-6500  
Fax: 402-471-2089

<b>Date</b>	6/20/19	<b>Page</b>	3 of 3
<b>Solicitation Number</b>	6110 OF		
<b>Opening Date and Time</b>	07/19/19	2:00 pm	
<b>Buyer</b>	JULIE DABYDEEN (AS)		

**DESTINATION OF GOODS**  
DEPARTMENT OF TRANSPORTATION  
5001 S 14TH ST  
PO BOX 94759  
LINCOLN NE 68509-4759

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
20	PIXIL MODULES PARTS/12 VAC RFI	100.0000	EA	_____	_____
21	FILTER & ARRESTER BLOCKS PARTS HARNESS	100.0000	EA	_____	_____
22	CIRCUIT BOARD & BOARD TERM.BLK PARTS/CONTOLLER	50.0000	EA	_____	_____



# INVITATION TO BID

## Number 6110-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a commodity contract, ITB Number 6110 OF for the purpose of selecting a qualified Bidder to provide Dynamic Message Signs (DMS). Specifications can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be three (3) years commencing upon execution of the contract by the State and the Contractor . The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

**INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids or responses received regarding this ITB will be posted to the SPB website.

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Bidder must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this ITB for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this ITB, specifically waives any copyright or other protection the contract, bid, or response to the ITB may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this ITB, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the ITB being found non-responsive and rejected.

**Any entity awarded a contract or submitting a bid or response to the ITB agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the ITB, awards, and other documents.**

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Change Order:** Document that provides amendments to an executed purchase order.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/s (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the ITB, ITB (written solicitation) or contract are completed.

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

**Late Bid:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** See Shall/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal bids.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the ITB, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

**Proposal:** See Bid.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to an ITB or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Bid Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Responsible Bidder:** A Bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A Bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Service:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product of service.

**Vendor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or goods under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Dynamic Message Signs (DMS) at a competitive and reasonable cost. A detailed description can be found in Section VI.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Julie Dabydeen  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500

E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the SPB; and
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

**D. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release ITB	June 20, 2019
2.	Last day to submit written questions	July 7, 2019
3.	State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	July 10, 2019
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	July 19, 2019 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	July 19, 2019
6.	Evaluation period	TBD
7.	Demonstrations	TBD
8.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBD
9.	Contract finalization period	TBD

ACTIVITY		DATE/TIME
10.	Contract award	TBD
11.	Contractor start date	TBD

**E. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 6110 OF; Dynamic Message Signs (DMS) Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**F. RECYCLING (§ 81-15,159(d)(2))**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**H. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State,

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

I. **SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

J. **BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders in replying to this ITB, including any activity related to bidding on this ITB.

K. **DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

L. **PRICES**

This summary shall present the total fixed price to perform all of the requirements of the Invitation to Bid. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

Pricing for each Dynamic Message Sign unit shall include the following:

1. Dynamic Message Sign (DMS).
2. Mounting Hardware.
3. Sign Controller, including any communication modem(s), firmware, and other associated communication equipment.
4. DMS internal cabling.
5. DMS schematic diagrams and user documentation.
6. Delivery and transportation.
7. Testing.
8. Training.

Prices submitted on the cost proposal form shall remain fixed for the first three (3) years of the contract. Any request for a price increase subsequent to the first three (3) years of the contract shall not exceed five percent (5%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of one hundred twenty (120) days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

M. **DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB (Sections II through VI) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Sections II through VI must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

N. **ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

O. **LUMP SUM OR 'ALL OR NONE' BIDS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

P. **BID REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. Completed ITB Form or State's Bid Sheet.

Q. **FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this ITB or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

R. **SUBMISSION OF BIDS**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!**

Only one (1) original bid shall be submitted. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

Sealed bids must be received in the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. No late bids will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://das.nebraska.gov/materiel/purchasing.html>

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in this ITB.

S. **EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$50,000.00.

T. **BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

- U. **LATE BIDS**  
Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.
- V. **BID OPENING**  
Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.
- W. **BID TABULATIONS**  
Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.
- X. **ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**  
The State may determine after the completion of the evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful Bidder. Every Bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top Bidders to present/give oral interviews. Only representatives of the State and the presenting Bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the Bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their bids.
- Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make an award without any further discussion with the Bidders regarding the bids received.
- Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Bidder and will not be compensated by the State.
- Y. **BEST AND FINAL OFFER**  
The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.
- Z. **REFERENCE AND CREDIT CHECKS**  
The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.
- AA. **REJECTION OF BIDS**  
The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.
- BB. **RESIDENT BIDDER**  
Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.
- CC. **AWARD**  
All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

By submitting a bid in response to this ITB, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html>

The protest procedure is available on the Internet at:  
[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the State and such waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:

- Accept or reject a portion of or all of a bid;
- Accept or reject all bids;
- Withdraw the ITB;
- Elect to rebid the ITB;
- Award single lines or multiple lines to one or more Bidders; or,
- Award one or more complete contracts.

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

- Price;
- Location;
- Quality;
- Delivery time; and,
- State contract management requirements and/or costs.

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI as part of their bid.** Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The contract resulting from this ITB shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Contractor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Vendor Contract Manager	State Purchasing Bureau Contract Manager Julie Dabydeen
Vendor	Agency Department of Administrative Services, State Purchasing Bureau
Vendor Street Address	Agency Street Address 1526 K Street, Suite 130
Vendor City, State, Zip	Agency City, State, Zip Lincoln, NE 68508

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. NOTICE (POC)**

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK**

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**F. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**G. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**H. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**I. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**J. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**K. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

**L. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**M. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**N. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**O. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**P. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**Q. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and

Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**H. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**I. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

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The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**J. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**K. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**L. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**M. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work

being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. SCOPE OF WORK

The Bidder must provide the following information in response to this ITB.

### A. SCOPE

It is the intent of this bid invitation to establish a contract to supply Dynamic Message Signs (DMS) per the attached specifications from date of award for a period of Three (3) years with the option to renew for an additional Two (2) one-year) periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

### B. REQUIRED DMS TYPE:

NDOT intends to procure full color, full matrix, LED (Light Emitting Diode) Dynamic Message Signs (DMS) under this contract. The DMS will be installed on permanent over-the-roadway sign structures, road side posts, or cantilever structures.

Each DMS is typically installed prior to a major traffic interchange to allow ample time for motorists to make timely decisions to reach their destinations in the event that an incident has occurred.

The proposed DMS shall have the following requirements:

1. Produce full color display.
2. Use LED technology.
3. Possess full matrix capability.
4. Generate variable height characters.
5. Produce a variable number of characters per line.
6. Produce 3 lines per display.
7. DMS Board

The DMS Board controller **must** be able to interface with NDOT's ATMS software. The interface must allow for all the capabilities of the DMS Boards controller software to be accomplished by the software. This ability must be demonstrated before the award of this contract.

### C. PROJECT ENVIRONMENT

All field equipment shall remain fully functional without any decrease in performance over an ambient temperature range of -40°F to +140°F and an outdoor ambient humidity range of 0% to 99%, non-condensing. All field equipment shall be designed to and shall withstand at a minimum 90-mph winds with 30% gust factors.

The sign housing shall be engineered and P.E. certified to the latest edition AASHTO and NCHRP Report 411 specifications for AASHTO basic wind speeds. The sign housing shall also be engineered and P.E certified to withstand group loading combinations as outlined in the latest edition AASHTO including: sign weight, repair personnel and equipment, ice and wind loads, and shall also meet the strength requirements for truck induced gusts as specified in NCHRP Report 412. The sign housing face shall be engineered to withstand snow loading of (3 pounds per square foot).

### D. FIELD CONTRACTOR RESPONSIBILITIES UNDER SEPARATE CONTRACT

The field contractor will be responsible for the following:

- a. Accept delivery, unload, and provide off-site storage of all DMS assemblies for each project.
- b. Furnish and install all conduits and cabling for power and communications to the DMS.
- c. Furnish and install the sign structure (e.g., overhead sign support system) on which the DMS shall be mounted, mounting assemblies, brackets, exterior maintenance walkway, and foundations.
- d. Install the DMS case onto the sign structure, including the exterior maintenance walkway.
- e. Provide the necessary traffic control for the installation of the DMS and support structure.
- f. Provide the traffic control and bucket/lift truck required for each DMS installation and testing.
- g. Provide the DMS Vendor with an installation date for the DMS case a minimum of four weeks in advance of installation.
- h. Deliver the DMS assembly from the storage to the installation site.
- i. Furnish and/or install a communications interface for each DMS.

### E. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

F. **REVISIONS**

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

“YES” response means the Bidder guarantees they can meet this condition.

“NO” response means the Bidder cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder’s alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1.</b> Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.</p>
			<p><b>2.</b> It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.</p>
			<p><b>3.</b> No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).</p>
<p><b>NOTES/COMMENTS:</b></p>			

**C. DMS VENDOR RESPONSIBILITIES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1.</b> For each DMS installation, the DMS Vendor shall coordinate and work closely with the field contractor selected by NDOT under separate contract, and be responsible for the following:</p>

			<p>Furnish and deliver a complete and operational DMS assembly to a specified location for installation by a field contractor, following the receipt of purchase order and structural drawings within one hundred fifty (150) days or less.</p> <p>NDOT may request the DMS Vendor to delay the delivery of the DMS assembly to a date later than the one hundred fifty (150) day period specified above at no additional cost to NDOT, provided such request is made within sixty (60) days of the order.</p>
			2. Develop and deliver shop drawings that illustrate in detail how to mount and connect the DMS unit to the sign structure ninety (90) days in advance of the DMS delivery date.
			3. Be present during the installation of every DMS and their corresponding components by the field contractor.
			4. Develop and deliver all shop drawings of the wiring connections in the DMS.
			5. Furnish the complete structural support mechanism (mounting brackets and accessories) to permit the field contractor to install the DMS case on the structure.
			6. Provide documentation related to the operation, installation, and maintenance of the DMS.
			7. Perform stand-alone and system acceptance testing.
			8. Provide and install system software
			9. Furnish a communication option for each DMS
<b>NOTES/COMMENTS:</b>			

**D. TECHNICAL SPECIFICATIONS: DYNAMIC MESSAGE SIGN (DMS) REQUIREMENTS**

REQUIRED SIGN SIZES

	Pixels (Row/Column)	Lines	Char. Per Line	Nom. Character Height	Max. Weight	Access
Sign 1	89 by 347	3	17	18 inches	4400 lbs	Walk In
Sign 2	89 by 245	3	12	18 inches	4400 lbs	Walk In

Sign 1 - DMS cases shall not exceed a length of 26 feet and a height of 9 feet. Sign 2 - DMS cases shall not exceed a length of 19 feet and a height of 9 feet.

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. FULL DISPLAY MATRIX : The DMS to be furnished under this contract shall be the full matrix type. The DMS shall have the ability to create one to three rows of horizontal messages per page. Each row shall be capable of displaying a user-selected number of alphanumeric/graphic characters. Each alphanumeric character shall be formed by a matrix of individual light-emitting pixels in the following text formats: 23 pixel by 17 pixel (7x5 standard), 20 pixel by 14 pixel (6x4), 30 pixel by 20 pixel (9x6), and 36 pixel by 23 pixel (11x7). In addition, the DMS</p>

			<p>shall support bitmap images (graphics) ranging from 6 pixels high by 6 pixels wide to the full display. The entire display area shall contain pixels equally spaced both horizontally and vertically. Pixel monitoring shall be remotely available.</p> <p>The characters forming words shall be readable by a person with 20/20 corrected vision within a range of 100 feet to 1,000 feet in advance of the sign at an eye-height of 3.5 feet within a 30° cone of vision about the optical axis. Operating contrast values between 6 and 25 shall be demonstrated for each lighting condition.</p> <p>Writing speed shall appear to write the entire sign instantaneously and shall write a minimum of 80 characters per second.</p> <p>All pixel modules, assemblies, and components shall be compatible and interchangeable between signs.</p>
			<p><b>2. LIGHT EMITTING DIODE:</b> All LED pixels shall consist of a high-density LED configured in a circular cluster. Each pixel shall contain the quantity of discrete LEDs needed to output white colored light at a minimum luminous intensity of 12,400 candelas per square meter when measured using a photometric meter through the DMS front face panel assembly. Each LED shall be encapsulated to provide environmental protection. The LEDs shall be non-tinted, non-diffused, solid-state lamps using aluminum indium gallium phosphide (AlInGaP) or indium gallium aluminum phosphide (InGaAlP) technology or equivalent technology. LEDs shall emit red light at 618-630 nm, green at 519-539 nm, and blue at 460-480 nm peak wavelengths. Each pixel shall have equal color and on-axis intensity.</p> <p>LEDs shall consist of a 30° viewing angle without the aid of lens. Pixels shall be equally spaced at .79 inches on center both vertically and horizontally. LEDs shall be directly visible to the roadway when “on”. Fiber optic, flip disk and shutters shall not be accepted</p> <p>Each pixel should contain interlaced strings of LEDs. Pixels shall contain the quantity of discrete LEDs needed to generate a nominal luminous intensity of 8,000 mcd, when each pixel is driven forward current of 20 mA and a voltage drop not to exceed 24 VDC.</p> <p>The 18-inch characters formed by the “on” pixels shall be readable from any point on the approach roadway up to 720 feet away under all weather and lighting conditions.</p> <p>Pixels and modules shall be aligned such that there is no visible difference in illumination between pixels within the same modules or in different modules. Minor measured differences shall be allowed if visible differences are undetectable.</p> <p>Each LED cluster shall be rated for outdoor usage over environmental range expected for the sign locations (including heat absorption and heat absorption due to sunlight). All materials used in the fabrication of the LED clusters shall not be damaged by direct exposure to sunlight. Each pixel shall be rated for 100,000 hours of operation under field operating conditions without serious degradation.</p> <p>All assemblies shall be rated for high-pressure washing.</p>
			<p><b>3. LED MODULE MOUNTING:</b> Each LED cluster shall include a housing extending beyond the sign face to shade the pixel from the sun. LEDs shall be mounted to a vertical or angled plane. LEDs shall be mounted parallel to the front wall and use of a three (3) degree to four (4) degree forward tilt front face. LEDs shall be mounted to the panel with proper gaskets and protection to ensure protection of the internal wiring and components from environmental damage.</p>

		<p><b>4.LED DISPLAY MODULES:</b> Modules shall be rectangular, and shall have an identical horizontal and vertical pitch between pixels. Separation between the last column of one module and the first column of the next shall be equal to the horizontal distance between the columns of a single display module.</p> <p>LED boards shall contain LED pixels arranged in a full matrix display.</p> <p>Each LED display module may consist of one or two circuit boards. If the boards are used, they shall be mounted physically to each other using durable non-corrosive hardware. They shall be electronically connected via one or more header type connectors. The header connectors shall be keyed such that the boards cannot be connected incorrectly.</p> <p>Individual addressing of each LED display module shall be configured via the communication wiring harness and connector. No on board addressing jumpers or switches shall be allowed.</p> <p>Each LED display module shall be mounted to the rear of the display's front face panels using durable non-corrosive hardware. The modules shall be mounted such that the LED's emit light through the face panel's pixel holes and such that the face panel does not block any part of the viewing cone of any of the LED's in any pixels.</p> <p>Front side of the aluminum module panel, which faces the viewing motorists, shall be flat black.</p> <p>LED display module electrical and signal connections shall be the quick-disconnect locking connector type.</p> <p>Removal or failure of any LED module shall not affect the operation of any other LED module or sign component. Removal of one or more LED modules shall not affect the structural integrity of any part of the sign.</p> <p>Display modules shall mount to the inside of the front face panels using either standard hand tools or no tools for removal and replacement.</p> <p>All LED display modules, as well as the LED pixel boards and driver circuit boards, shall be identical and interchangeable throughout the DMS.</p>
		<p><b>5.LED PIXEL BOARDS:</b> Each pixel shall have a device that protects the LEDs. Each display module shall contain two electronic subassemblies, a LED board, and a driver board.</p> <p>All LEDs shall be individually and directly mounted to the LED circuit board to form the LED board. LED circuit board laminate shall be single FR-4 fiberglass flat black printed circuit board. The LED package style shall be either through-hole flush mount or surface-mount. Through-hole LED's with standoffs will not be accepted.</p> <p>All LED pixel boards shall be identical and interchangeable.</p>
		<p><b>6.DRIVING ELECTRONICS:</b> The driving electronics shall generate the signals to the devices controlling the pixels to be illuminated. These signals shall be based on commands received from the sign controller.</p> <p>The driving circuitry shall be located in the sign case.</p> <p>LED pixels shall be directly driven using pulse width modulation with a minimum of 20-mA forward current. This drive method varies the current pulse width in order to achieve the proper display intensity level for a given ambient light condition. The drive current pulse shall be modulated from a 10-millisecond period, and pulse</p>

		<p>amplitude shall not be allowed to exceed 30 mA per LED string. For example, the maximum current draw for a single two-string pixel shall not exceed 60 mA.</p> <p>Driver printed circuit board laminate shall be FR-4 fiberglass. The printed circuit board shall be plated on both sides with a copper trace thickness of two ounces per square foot of plated area. Printed circuit board through-holes shall be plated with one ounce of copper per square foot of plated area.</p> <p>A diagnostic indicator shall be included on each LED driver circuit board. This diagnostic indicator shall be in the form of a single-digit LED display approximately 0.7 inches or greater in height. This digit shall provide visual indication of the operational status of the LED module. At a minimum, this shall indicate failed pixel, improper supply voltage, and failed communications conditions.</p> <p>All exposed metal on both sides of the LED driver circuit board, except power and signal connectors, shall be protected from water and humidity exposure by a thorough application of suitable conformal coating.</p> <p>LED drive circuitry shall support a minimum refresh rate of 100 frames per second.</p> <p>Removal or failure of a single driver circuit board shall not affect the performance of any LED display module, except the module that it drives.</p> <p>All driver circuit boards shall be identical and interchangeable throughout the sign.</p>
		<p><b>7.AMBIANT LIGHT PHOTOSENSOR SYSTEM:</b> The sign shall incorporate a means of changing the lighting level provided by the pixels automatically in response to ambient lighting conditions as detected by the photocell system, and remotely in response to commands received from the central control system. The photocell system shall be positioned to sense in three directions: (a) behind the sign, (b) in front of the sign, and (c) alongside or bottom of the sign, with north being one of the three directions. A minimum of three settings (providing 2 decades of adjustment for each setting) shall be remotely functional: Setting 1 shall be for night use, Setting 2 shall be for overbright, and Setting 3 shall be for normal daytime. Photoelectric cells shall be provided integral to the DMS. These devices shall direct the sign controller to modify the intensity of the light produced by the pixel elements. The mounting devices for the photoelectric cells shall allow full adjustment of the orientation.</p>
		<p><b>8. FUTURE REQUIREMENTS:</b> The Department reserves the right to purchase additional quantities, enhancements, products, training, services, etc., which directly relate to the items purchased under this contract for a period of five years from the date of award.</p> <p>The DMS Vendor shall notify NDOT of all enhancements made to the DMS assemblies once a year. If an enhancement can be demonstrated to be beneficial to NDOT, NDOT may elect to purchase the enhancement.</p>
		<p><b>9. NEW EQUIPMENT:</b> All items supplied pursuant to the resultant contract shall be new, unused, current production models installed and operational in a user (paying customer) environment and be an item currently in distribution. The equipment specified herein shall be equipped in accordance with the specifications with those items normally supplied in the stream of commerce.</p>
<p><b>NOTES/COMMENTS:</b></p>		

E. TECHNICAL SPECIFICATION: DMS CASE

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1.The DMS case and all of its equipment and materials shall be designed and constructed so that all maintenance and repair is performed from within the sign case, with the exception of structural members. All DMS cases shall be dust and water resistant.</p> <p>The minimum distance from the interior rear wall of the DMS case to the closest display components shall be 24 inches. This free space shall be maintained across the entire interior of the DMS case, with the exception of the structural members. Structural members shall be designed and positioned such that they are not an obstruction to free movement of maintenance personnel throughout the interior of the case.</p>
			<p>2. A level interior walkway shall be installed in the bottom of the DMS case on which maintenance personnel can walk. This interior walkway shall be a minimum of 24 inches wide and shall run the entire distance from side to side of the DMS case. The interior walkway's top surface shall be nearly flush with the bottom of the DMS case access door and be free of obstructions that would present a tripping hazard to maintenance personnel. The interior walkway shall have a non-slip surface and shall not be uncomfortable for kneeling. Access to the interior of the case for repairs, troubleshooting, routine maintenance, or inspection shall be through an access doors mounted on both sides of the sign. The access door shall be a rain-tight, dust-tight door. The minimum access doorway opening dimensions shall be 72 inches high by 24 inches wide. The DMS case access door shall open outward and have stops to retain the door open at the 90° and 120° positions. Doorway shall have a removable fall protection railing across opening on the inside of the sign case. Door shall be keyed with a Corbin #2 key.</p>
			<p>3.The field contractor shall provide an exterior maintenance walkway. The exterior maintenance walkway shall be a minimum of 36 inches wide and extend from the access door to the vertical support member of the overhead sign structure. The external maintenance walkway shall not be directly connected to the DMS case, however the maximum horizontal separation between the DMS case and the external maintenance walkway shall be 2 inches. The top surface of the external maintenance walkway shall be nearly flush with the bottom of the DMS case access door, thus eliminating any steps when entering or exiting the sign. Fold-down safety railings shall be provided for the external maintenance walkway. The DMS Vendor shall closely coordinate its design activities with the field contractor to eliminate any constructability or operability conflicts.</p>
			<p>4.Access to pixel modules for maintenance, repair, or replacement must be accomplished from the interior of the DMS case. The pixel modules shall be adequately addressed and physically identified inside the DMS case to help expedite maintenance personnel with finding and/or replacing the necessary pixel modules. Addressing and identification of pixel modules inside the DMS case shall be in accord with the Pixel Failure Table Parameter (<i>Pixel Failure Table</i> object) contained in the Status Error Objects of NTCIP 1203.</p>
			<p>5. All DMS cases shall be fabricated from 0.125 inch thick (minimum) 3003-H14 or 5052-H32 aluminum alloy and shall conform to the latest AASHTO publication</p>

			entitled <i>Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals</i> . All exterior seams shall be continuously welded and each weld shall exhibit uniform flow. All welds shall be neatly formed and free of cracks, blowholes, and other irregularities. Welding on aluminum alloy DMS cases shall be done by gas metal arc or gas tungsten arc process using bare aluminum welding electrodes. The electrodes shall conform to the requirements of the AWS A5.10 for ER5356 aluminum alloy bare welding electrodes. Procedures and welders used for welding on aluminum shall be qualified in accordance with the requirements of AWS B3.0, <i>Welding Procedure and Performance Qualification</i> , and to practices recommended in AWS C5.6. Provisions shall be made to fit the DMS with knockouts for two three-inch conduits and one two-inch conduit.
			<b>6.</b> The DMS shall be designed for attachment to a sign support structure of type and design indicated in the design detail drawings provided by NDOT. Any welding associated with the sign structural support mechanism fabrication (i.e., mounting frames, brackets, and other accessories) shall be performed in accordance with ANSI/AASHTO/AWS D1.5-88 Bridge Welding Code, unless otherwise specified.
			<b>7.</b> The sign face shall be manufactured of ¼ inch thick, weather-tight, non-glare, UV-stabilized polycarbonate, polymethacrylate, or other -approved substitute sheeting, exceeding the AASHTO wind loading requirements. The UV-stabilized polycarbonate or polymethacrylate sheets, subsequent to being exposed to conditions per ASTM G53 for 1,500 hours, shall meet or exceed the following requirements:  i) Haze per ASTM D1003 > 6 ii) Yellowness index per ASTM D1925 > 5
			<b>8.</b> For substitute approvals, the DMS Vendor shall submit one sample (12" X 12") of the proposed materials together, with a description of the materials attributes to the Department for review and approval in conjunction with the design approval test.  All front face panel surfaces not directly in front of a light-emitting pixel, shall be covered with a flat black material to reduce glare and increase the contrast ratio. The display face of the DMS shall have a minimum 12-inch outer black border around the perimeter (top, bottom, and sides) of the full matrix display.
			<b>9.</b> All DMS equipment, components, assemblies, and other materials located in the DMS case shall be removable, transportable, and capable of being installed by a single maintenance person utilizing a one-person aerial lift truck with a sufficient clearance between the ground and the bottom of the DMS case to safely reach the external maintenance walkway.
			<b>10.</b> Differential expansion of the sign case and the display panel shall not cause damage to either component. Waterproof measures shall be implemented for all sign face panels. To allow for the vacuum effect of the passage of large trucks, the sign face shall be designed for and shall withstand a negative (outward) pressure of 50 percent of the design inward wind pressure. The Department will provide the DMS Vendor with a required angle of tilt for each display. Typically, a three to four-degree tilt will be required.
			<b>11.</b> The DMS case shall have interior, non-corrosive, metal cage support frames to mount the display elements. The cage support frame shall be designed to minimize vibrational effects to the display and electronic elements. The cage support frame shall withstand vibrations as specified by NEMA TS-4, subsection 2.2.8.

			<p><b>12.</b>The mounting hardware for the entire sign or for each line of the sign shall be designed to provide a nominal downward tilt of three to four degrees about the horizontal axis with the top of the sign forward. Means shall be provided to allow adjustment of plus-or-minus six degrees about the horizontal axis. The sign shall operate properly at all of these positions.</p>
			<p><b>13.</b>The sign housing shall come equipped with slotted aluminum extrusions mounted across the back of the sign in the vertical position. Each extrusion shall accept manufacturer-supplied stainless steel mounting bolts and nuts with the heads fitted to slide within the extrusion for complete adjustability in the vertical direction. This configuration shall allow the sign to be mounted to horizontal members on the structure and mounting plates attached to “U-bolts” or hardware supplied by others.</p> <p>Bottom side shall contain small weep holes for draining any water that accumulates due to condensation. Weep holes shall be screened to prevent the entrance of insects or small animals.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**F. TECHNICAL SPECIFICATION: VENTILATION**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1.</b> The DMS shall contain a thermostatically controlled ventilation system designed to keep the internal DMS air temperature lower than +140°F when the outdoor ambient temperature is +115°F or less.</p> <p>The ventilation system shall consist of two or more intake ports. Intake ports shall be located near the bottom of the DMS rear wall. Each intake port shall be covered with a filter that removes airborne particles measuring 500 microns in diameter and larger. One or more ball bearing type fans shall be mounted at each intake port. These fans shall positively pressure the DMS cabinet.</p>
			<p><b>2.</b> The ventilation system shall include a thermostat to control the activation of the system. The thermostat shall be located near the top of the DMS interior. The thermostat shall have a minimum adjustable temperature range between 50°F to 110°F. If a fan or forced air device fails, it shall automatically be deselected and another fan or forced air device selected, and an error message shall be sent to the sign controller. The sign controller shall transmit the failure state back to the NDOT Traffic Management Center and the central control system.</p>
			<p><b>3.</b> All intake and exhaust vents shall meet the NEMA 3R requirements with and without powering the ventilation system. All exhaust vents shall be furnished with a screen to prevent insects from entering the DMS case.</p>

			Additional fans shall be installed inside the DMS case to circulate air internally. The internal air circulating system shall be capable of maintaining air differential temperatures throughout the DMS case under 35°F with all electrical equipment functioning and all display pixels turned on at maximum level.
			4. The DMS case shall be equipped with an adjustable timer that shall be located just inside the DMS case door and within easy reach of maintenance personnel standing outside the DMS case to activate the ventilation and internal air circulating system. The timer shall allow maintenance personnel to activate both systems manually. The timer shall be adjustable up to a maximum of four hours and shall turn off the fans when time expires. When activated (i.e., turned to the "On" position and set to an unspecified time), the adjustable timer shall override the thermostat(s) and cause the ventilation system to turn on immediately and remain on until the timer is deactivated manually or until the time setting has expired. When the timer is deactivated or turns off automatically, control of the ventilation system shall be restored to the thermostat(s).
			5. Both the ventilation and internal air circulating system shall utilize easily removable, standard sized air filters. Air filters shall be replaceable from within the DMS case. The air filters shall have an average rated efficiency of 30% and an arrestance of 90% when tested in accordance with the ANSI/ASHRAE 52.1-1992 ( <i>Gravimetric and Dust Spot Procedures for Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter</i> ) published standard. The filters shall be listed and rated Class 2 by UL. A minimum of 7 ft <sup>3</sup> of effective filter media shall be provided for every 106 ft <sup>3</sup> per minute of airflow. All fans or blowing devices shall be located downstream from air filters.
			6. The equipment located within case shall be protected from moisture, dust, dirt, and corrosion through the proper installation of gaskets, seals, and filters at all case openings.  Each ventilation fan shall contain a sensor to monitor rotational speed, measured in revolutions per minute. The fan speed shall be reported to the sign controller upon request.  Air conditioning shall not be permitted.
			7. <del>HEATING:</del> The sign case shall protect the sign and its contents from malfunctions due to the effects of cold weather commonly encountered during winter in Nebraska. Thermostatically controlled heaters shall be provided to keep the front face from condensation and prevention of the vital components from freezing. In addition, the sign case shall have adequate heating to raise the temperature 32°F over ambient during maintenance (walk in sign requirement). The heaters shall be controllable remotely from either the central computer or a laptop connected at the sign controller, and manually from inside the sign using an adjustable timer.
<b>NOTES/COMMENTS:</b>			

G. TECHNICAL SPECIFICATION: POWER & LIGHTING REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
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			<p>1. The incoming power to the sign controller will be single-phase, 120/240 ±15 VAC, 50 or 60 ±3 Hz. The total power requirement for the DMS sign and sign controller shall not exceed 4,000 watts during the operation of a user-selected message with all 60 characters (3 lines and 20 characters per line) being displayed, and with all ventilation and heaters on. An average of thirty-three (33) pixels per character shall be used for calculation verification. The use of solar panels to provide power will not be permitted.</p>																					
			<p>2. Two 120-VAC, duplex convenience outlets shall be provided with integral ground-fault interrupt, and shall be protected by a circuit breaker. The receptacles shall be NEMA Type 5-15 R, and shall have a spring-loaded cap and be positioned so that no electrical hazard shall exist when used by maintenance personnel. One duplex outlet shall be located on each end of the DMS case.</p>																					
			<p>3. The DMS Vendor shall provide an internal fluorescent lighting system with a fixture spaced approximately every eight (8) feet along the full length of the interior of the sign case to provide maintenance personnel with a minimum of 30 watts of evenly distributed lighting within each DMS case. Control for the internal maintenance lighting system shall be through an adjustable timer. The timer shall be adjustable to a minimum of four hours and shall be located just inside the DMS case door, and within easy reach of maintenance personnel standing outside the DMS case.</p> <p>The DMS case and display panel shall be designed so that internal lighting shall not be visible to motorists.</p>																					
			<p>4. The DMS shall be equipped with a surge protector conforming to the requirements of NDOT Standard Specifications for Highway Construction, and shall operate within temperatures ranging from +0° F to + 165° F. All DMS wiring shall also conform to NDOT Standard Specifications for Highway Construction. Power line surge protectors shall be installed between both line conductors and equipment ground. All conductors entering and leaving the DMS shall be protected by surge protectors and lightning arrestors.</p> <p>Power line surge protection (e.g., Edco 1210 SHA) shall conform to the following requirements:</p> <table border="0"> <tr> <td>1.</td> <td>Peak surge current occurrences</td> <td>20 minimum</td> </tr> <tr> <td>2.</td> <td>Peak 8 X 20 msec wave shape</td> <td>20K amps</td> </tr> <tr> <td>3.</td> <td>Response</td> <td>250 maximum</td> </tr> <tr> <td>4.</td> <td>Maximum current at 120-VAC, 60Hz</td> <td>10 amps</td> </tr> <tr> <td>5.</td> <td>Series inductance</td> <td>200 microhenries</td> </tr> <tr> <td>6.</td> <td>Temperature</td> <td>NEMA TS-1</td> </tr> <tr> <td>7.</td> <td>Maximum dimensions</td> <td>3.3-inch x 15.0-inch x 2.6-inch</td> </tr> </table>	1.	Peak surge current occurrences	20 minimum	2.	Peak 8 X 20 msec wave shape	20K amps	3.	Response	250 maximum	4.	Maximum current at 120-VAC, 60Hz	10 amps	5.	Series inductance	200 microhenries	6.	Temperature	NEMA TS-1	7.	Maximum dimensions	3.3-inch x 15.0-inch x 2.6-inch
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			<p>5. A series-connected surge suppressor capable of passing 15 amps of current shall protect the sign controller and other control and communication equipment. This device shall conform to the following requirements:</p> <ul style="list-style-type: none"> <li>○ Withstand a peak 50,000 ampere surge current for an 8x20 microsecond wave form</li> <li>○ Maximum continuous operating current of 15 amps at 120 VAC, 60 Hz</li> <li>○ Series inductance of 200 micro henrys (nominal)</li> <li>○ Temperature range of -40°F to +158°F (-40°C to +70°C)</li> <li>○ The device shall be UL-1449 recognized</li> <li>○ UL 1449 surge rating of 400 V or less</li> </ul>																					

			<p>Transient voltage surge suppressors shall protect all communication signals connecting to the control equipment from off-site sources using copper cables.</p> <p>Transient voltage surge suppressors shall protect all copper communication lines used to pass data between the sign controller and sign.</p> <p>The power line surge protector shall be a two-stage device that allows the connection of radio interference filter in the circuit between the stages. Each DMS shall be equipped with one or more radio interference filters in the power line surge protector. The filter shall provide attenuation of at least 50 dB over a range of 50 kHz to 20 MHz.</p>
			<p>6.The field contractor shall ground the DMS per NDOT requirements. The DMS Vendor shall verify and inspect all existing ground connections to ensure acceptability for the installation and operation of the DMS control equipment. The grounding system in the DMS shall be divided into separate and distinct circuits, connected together at a single point. This requirement shall eliminate ground loops, adequately direct transients to ground, and allow for testing of the separation between the grounding circuits by temporarily removing the jumpers.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**H. TECHNICAL SPECIFICATION: SIGN CONTROLLER REQUIRMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1.The sign controller shall receive commands to place messages in its memory buffer, confirm message content, and display a stored message on the sign. The sign controller shall consist of a solid-state electronic device dedicated to the operation of the DMS.</p> <p>The rated life of all components in the sign controller shall be a minimum of ten years under 24-hour-a-day operation. Semiconductor devices shall be used exclusively, and solid-state components shall be standard production types and readily available.</p> <p>The sign controller's front panel shall include a keyboard and LCD display. These devices shall be used to perform the following functions with the sign controller and DMS:</p> <p>Monitor the current status of the sign controller, including the status of all sensors and a monochromatic (WYSIWYG) representation of the message visible on the display face.</p> <p>A. Perform diagnostics testing of various system components, including pixels, power systems, sensors, and more.</p> <p>B. Activate messages stored in memory.</p> <p>C. Configure display parameters, including display size and colors.</p> <p>D. Configure communication port settings and NTCIP options.</p>
			<p>2. A cable shall be furnished to allow for the laptop operation of the sign controller from within the sign case. The cable shall be terminated with a connector that</p>

			<p>matches with a laptop Ethernet port. Sufficient slack shall be provided in the sign case for reaching all areas within the sign case.</p>
			<p><b>3.</b>The controller shall include a minimum of two ethernet ports for communication to a laptop maintenance computer. This interface shall also be configurable, allowing communication with the following options (point to point or point to multipoint):</p> <ul style="list-style-type: none"> <li>A. Fiber Optic (Single Mode or Multi-Mode)</li> <li>B. Cellular (GSM or CDMA)</li> <li>C. Wireless Radio (900MHz, 2.4 and 5.7 GHz)</li> <li>D. Ethernet (802.11)</li> </ul>
			<p><b>4.</b>The sign controller firmware shall make the sign controller operate the DMS; monitor the status of all sign hardware; and communicate with remote and local computers.</p> <p>The sign controller firmware shall accomplish the following sign operations:</p> <ul style="list-style-type: none"> <li>A. Cause the sign to display static messages and two alternating messages formed by two static messages. The time required to display a new 60-alphanumeric character message shall not exceed 0.9 second from a blank state and 2.3 seconds from any non-blank state.</li> <li>B. Erase the previous message prior to the writing of a new message.</li> <li>C. Alternating (two-phase) messages: provide selection of the display time for each phase and the blank-out time between messages in tenths of a second between 0.3 and 12.0 seconds.</li> <li>D. Provide selectable message display time, including unlimited display time for each message.</li> <li>E. Cause all pixels to be activated at selectable intervals as a self-maintenance measure. The DMS Vendor shall develop a test pattern and receive approval from the Department before installation.</li> <li>F. Provide diagnostic routines that report failures and malfunctions in the sign and in the sign controller upon inquiry from the central control system. Detected failure conditions shall be automatically returned to the central control system.</li> </ul>
			<p><b>5.</b>The DMS sign controller shall use whatever addressing scheme is appropriate for the NTCIP network types used for communications. NTCIP 2101 (PMPP) networks shall be configured with an address in the range 1 to 255 with a default address of 1. NTCIP 2104 (Ethernet) networks shall use a static IP address. Both the IP address and subnet shall be configurable. NTCIP 2103 (PPP) networks shall not require network addressing.</p> <p>A unique address shall be assigned to each sign controller. All commands from the central control location to this sign will be prefaced with this address. The sign controller shall compare this received address with the assigned address and shall accept the command only if the addresses match.</p>
			<p><b>6.</b>The sign controller shall have sufficient memory to store a minimum of 16 two-phase messages, with each consisting of up to three (3) lines with 20 characters. A two-phase message is defined as a continuous statement that requires two separate displays on the sign face. Either EPROM or EEPROM shall be used to store messages in the sign controller. Internal circuitry shall be provided to replace</p>

		<p>stored messages with new messages received locally and remotely. A long-life battery shall back up the sign controller's RAM such that no loss of memory occurs during power outages of 24-hour duration.</p> <p>Upon external command, the sign controller shall allow any message stored in memory to be displayed on the sign face, or replaced with a new message. The sign controller shall receive messages through the communications unit from the traffic management center, and shall store the received messages and in its memory buffer. The sign controller shall transmit confirmation of message content back to the traffic management center for received messages and stored messages when requested to do so.</p> <p>During uploading and downloading of messages normal sign operations shall not be suspended and the current message display shall not be interrupted.</p>
		<p><b>7.</b> Upon termination of the display time for a message, the sign controller shall either blank the sign, or place the sign in a neutral condition (a predefined message selected for inactive periods).</p> <p>Message writing and erasure shall be accomplished in a left-to-right column scan, which shall appear to be simultaneous for all characters and shall be at a minimum scan rate of 45 characters per second.</p> <p>In the event of a loss of communications with the central control system, the sign controller shall maintain the originally commanded message for a user-specified period, after which time the sign shall go blank pending the resumption of communications. The period shall be adjustable over the range of 0 to 255 minutes.</p>
		<p><b>8.</b>For each message, the operator shall be able to direct the controller to set a display time as either being unlimited or defined. If defined, it shall have a maximum of at least 64,800 minutes or 45 days.</p> <p>For information messages, the operator shall be able to select independent display times for each alternating segment and the blank-out time between messages. These times shall be 0.1-second increments from 0.1 to 25.5 seconds, for each part.</p>
		<p><b>9.</b>Static Message</p> <p>A. Alternating Message (two-state): For alternating messages, selected portion of the chosen sign shall display two messages alternately with a repetition interval from one to ten seconds. The duration of each message displayed shall be independently selectable in 0.5-second increment.</p>
		<p><b>10.</b>The sign controller shall transmit a return message to the central control system whenever it receives a valid transmission and when it is being addressed. The return message format shall contain the sign address, sign message being displayed, mode of operation, contents of any message stored in memory, and the presence and type of error detected.</p> <p>A. The operational status of the ventilation system, including the fans and filters, shall be automatically tested once a day and tested on command from the central control center or laptop computer on site.</p> <p>B. In the event the central control center fails to communicate with the sign controller within a programmable time limit, the sign shall activate a programmable default message (which can be a</p>

			<p>blank). This function shall apply only when the sign controller is in central control mode.</p> <p>C. Failure of any sign shall not affect the operation of any other sign in the system.</p> <p>D. The sign controller shall perform a consistency check of messages downloaded from the central control center or laptop computer on site to ensure that the message will fit in the display area of the sign. If any part of the message fails this check, the downloaded message shall not be displayed.</p>
			<p><b>11.</b>The DMS Vendor shall fully furnish the equipment as a part of the DMS.</p> <p>As a minimum, the DMS Vendor shall provide the following for each DMS:</p> <ol style="list-style-type: none"> <li>1. Microprocessor-based controller.</li> <li>2. Communications interfaces.</li> <li>3. Three fully adjustable photo sensor controls, allowing adjustment from the inputs of the three photo sensors on the sign.</li> <li>4. Lightning protection and termination for the communications lines.</li> <li>5. Verification of grounding performed by the field contractor.</li> <li>6. Termination panel and termination blocks.</li> <li>7. Harnesses and connectors.</li> <li>8. Provide each DMS with an uninterruptible power supply (UPS) capable of maintaining and continuing the controller and communication equipment for a minimum of two hours for polling and alarms. Provide sealed AGM type batteries that are maintenance free.</li> </ol>
			<p><b>12.</b> The sign controller shall respond to the central control center whenever it receives a request for status (a poll). The return message shall be capable of providing the following information:</p> <ul style="list-style-type: none"> <li>o Actual message (TMDV) that is visibly displayed on the sign on an individual pixel basis (full-on, half-on or off)</li> <li>o Current sign illumination level</li> <li>o Control mode (central, local or local override mode)</li> <li>o Error and failure reports</li> <li>o Temperature readings</li> <li>o LED power supply voltage levels</li> <li>o Origin of display message transmission (laptop on site, sign controller, or central)</li> <li>o Fan status</li> <li>o Uninterruptible power supply status</li> <li>o AC Surge protection status</li> <li>o Communication line surge protection status</li> </ul>
			<p><b>13.</b> Severe error condition response: In polling mode, the sign controller shall report severe error conditions to the central control center during the next polling. The severe error conditions are:</p> <ul style="list-style-type: none"> <li>o AC power failure</li> <li>o AC power recovery</li> <li>o Surge protection has been tripped</li> <li>o The walk in door is open</li> </ul>
			<p><b>14.</b>Each time the sign controller is polled by the central control center or laptop computer on site, the sign controller shall test the operational status of the sensors listed below and return this information to the</p>

			<p>central control center. This operational status test shall determine if each of the following sensors are functioning properly:</p> <ul style="list-style-type: none"> <li>o Each temperature sensor</li> <li>o Each photocell</li> <li>o Humidity sensor</li> <li>o Each airflow sensor (if so equipped in accordance with the specifications)</li> <li>o Each LED power supply sensor</li> </ul>
<b>NOTES/COMMENTS:</b>			

**I. TECHNICAL SPECIFICATION: TRAINING**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1.The DMS Vendor shall provide training in support of the DMS assembly and firmware system. The training shall be conducted at the NDOT District Offices and shall take place at a time mutually agreeable to the DMS Vendor and NDOT.</p> <p>A.Each training course shall include, at a minimum, four hours of user training and four hours of maintenance training for maintenance and engineering personnel. The training shall cover system operation and system maintenance for serviceable equipment, trouble-shooting, bench-repairable equipment, and system performance and operating parameter development.</p>
			<p>2.All DMS Vendor training personnel shall be qualified instructors who are familiar with and have thorough understanding of the subject matter to be presented. A minimum of two weeks prior to the start of training, a summary of the experience and qualifications of the proposed instructor(s) shall be submitted to NDOT for approval.</p>
			<p>3.The DMS Vendor shall submit a syllabus for each course to the Department for review and approval 45 days prior to the start of any training. The Department will notify the DMS Vendor of acceptability within 15 days after the syllabus was received. Training materials shall include the course outline and material, operations and maintenance manuals, and any additional information needed to adequately describe the subject matter being taught. Training materials shall not be copyrighted.</p>
			<p>4.The DMS Vendor shall deliver a set of training materials for each person being trained (as many as 15 NDOT staff may participate in the training) plus an additional four sets for future use. Each set of training materials shall be individually bound in three-ring, loose-leaf binders with a table of contents and section dividers. The DMS Vendor shall also retain updated versions of the training materials on its website.</p>
			<p>5.The DMS Vendor shall visually record the training sessions and provide NDOT with two copies of the training session in a visual format agreed upon by NDOT. The DMS Vendor shall also be responsible for providing the equipment needed to produce the visual recording.</p>

			<p>6.The training courses are paid on a per-session basis. NDOT may elect to purchase training courses with the initial order, with subsequent orders, annually, as needed, or not at all. The cost paid for training shall include the cost of providing training materials, travel, and related expenses associated with the course. Training for any updates or enhancements generated at the request of the DMS Vendor shall be performed at no cost to NDOT.</p>
<p><b>NOTES/COMMENTS:</b></p>			

**J. TECHNICAL SPECIFICATION: SUBMITTALS**

YES	NO	NO & PROVIDE ALTERNATIVE												
			<p>1.The DMS Vendor shall prepare and submit detailed shop drawings for each DMS unit, indicating the types of materials proposed for each component of the sign, parts lists, assembly techniques, layout of all display elements, and wiring schematics. These drawings shall be submitted to the Department for review and approval within 60 days from the date of receipt of purchase order and prior to fabrication of any sign. Parts lists shall include circuit and board designation, part type and class, power rating, component manufacturer, and mechanical part manufacturer.</p>											
			<p>2.As part of the submittals for the DMS assembly, the DMS Vendor shall submit an engineering drawing, illustrating the DMS character set as shown below, for review and approval by NDOT. Prior to finalization of the DMS character set, NDOT reserves the right to modify the DMS character set and add up to 12 additional characters or bitmap images.</p> <table border="1" style="margin-left: 40px;"> <tr><td>26 upper-case letters, 10 numerals</td></tr> <tr><td>an exclamation mark (!)</td></tr> <tr><td>a degree (°)</td></tr> <tr><td>a hyphen (-)</td></tr> <tr><td>a plus sign (+)</td></tr> <tr><td>a colon (:)</td></tr> <tr><td>two chevrons (&lt;) and (&gt;)</td></tr> <tr><td>an and (&amp;)</td></tr> <tr><td>a forward slash (/)</td></tr> <tr><td>the following arrows (↓), (↑), (←), (→), (↗), (↖), (↘), and (↙)</td></tr> <tr><td>up to 10 traffic-related bitmap images (to be determined by NDOT)</td></tr> </table>	26 upper-case letters, 10 numerals	an exclamation mark (!)	a degree (°)	a hyphen (-)	a plus sign (+)	a colon (:)	two chevrons (<) and (>)	an and (&)	a forward slash (/)	the following arrows (↓), (↑), (←), (→), (↗), (↖), (↘), and (↙)	up to 10 traffic-related bitmap images (to be determined by NDOT)
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an exclamation mark (!)														
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the following arrows (↓), (↑), (←), (→), (↗), (↖), (↘), and (↙)														
up to 10 traffic-related bitmap images (to be determined by NDOT)														
			<p>3.The DMS Vendor shall also submit complete technical information, shop drawings, photographs, graphs, circuit diagrams, instruction manuals, security provisions, and any other necessary documents to fully describe the DMS and associated equipment.</p> <p style="padding-left: 40px;">Five copies of all submittal information shall be furnished</p>											
<p><b>NOTES/COMMENTS:</b></p>														

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**K. TECHNICAL SPECIFICATION: NATIONAL TRANSPORTATION COMMUNICATIONS FOR INTELLIGENT TRANSPORTATION SYSTEM (ITS) PROTOCOL, OR NTCIP REQUIREMENTS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1. <u>References:</u></b> These specifications reference several standards through their NTCIP-designated names. In many cases, the standard is more widely known by its original NEMA number, which is also identified.</p> <p>Each NTCIP component covered by these project specifications shall implement the most recent version of the standard that is at the stage of Recommended or Higher as of DATE OF THE RFP, including any and all Approved or Recommended Amendments to these standards as of the same date. It is the responsibility of the DMS Vendor to monitor the NTCIP activities to discover any recent additional documents (these shall include minutes from the NTCIP Working Group).</p>
			<p><b>2. <u>General Requirements</u></b></p> <p>a. Subnet Level Each NTCIP Component shall support NTCIP 2102 (<i>SP – PMPP/FSK</i>) with data rates from 1.2 kbps to 56 kbps. NTCIP components may support additional Subnet Profile Standards at the manufacturer's option. At any one time, only one Subnet Profile shall be active on a given serial port of the NTCIP Component. If the NTCIP Component has a serial port that supports multiple Subnet Profile Standards, the NTCIP Component shall be configurable to allow the field technician to activate the desired Subnet Profile and shall provide a visual indication of the currently selected Subnet Profile.</p>
			<p><b>3. Transport Level:</b> Each NTCIP Component shall comply with NTCIP 2202 (<i>TCP/IP and UDP/IP</i>). The NTCIP components may support additional Transport Profile Standards at the manufacturer's option. Response datagrams shall use the same Transport Profile Standard used in the request. Each NTCIP Component shall support the receipt of datagrams conforming to any of the identified Transport Profile Standards at any time.</p>
			<p><b>4. Application Level:</b> Each NTCIP Component shall comply with the NTCIP 1101 (<i>STMF</i>) and shall meet the requirements for Conformance Level 1. An NTCIP Component may support additional Application Profile Standards at the manufacturer's option. Responses shall use the same Application Profile Standard used by the request. Each NTCIP Component shall support the receipt of Application data packets at any time allowed by the identified standards</p>
			<p><b>5. Information Level:</b> Each NTCIP Component shall provide Full, Standardized Object Range Support (FSORS) of all objects required by this RFP, unless otherwise indicated below, or approved by the Department. The maximum Response Time for any object or group of objects shall be 200 milliseconds.</p>
			<p><b>6.</b> The DMS shall support all mandatory objects of all mandatory Conformance Groups as defined in NTCIP 1201 (<i>Global Object Definitions</i>) and NTCIP 1203</p>

			( <i>Object Definitions for DMS</i> ). Exhibit 2 indicates the modified object requirements for these mandatory objects.
			<p><b>7. Other Requirements:</b> The NTCIP Component shall also implement all mandatory objects of the following optional conformance groups.</p> <ul style="list-style-type: none"> <li>○ Time Management, as defined in NTCIP 1201.</li> <li>○ Required Multi-Tags, as defined in Exhibit 3.</li> <li>○ Timebase Event Schedule, as defined in NTCIP 1201. Exhibit 4 indicates the modified object requirements for this conformance group.</li> <li>○ Font Configuration, as defined in NTCIP 1203.</li> <li>○ Multi-Error Configuration, as defined in NTCIP 1203.</li> <li>○ Multi-Configuration as defined in NTCIP 1203. Exhibit 5 indicates the modified object requirements for this conformance group.</li> <li>○ Illumination/Brightness Control, as defined in NTCIP 1203. Exhibit 6 indicates the modified object requirements for this conformance group.</li> <li>○ Scheduling, as defined in NTCIP 1203. Exhibit 7 indicates the modified object requirements for this conformance group.</li> <li>○ Status Error, as defined in NTCIP 1203.</li> <li>○ Lamp Error Status, as defined in NTCIP 1203.</li> </ul> <p>The NTCIP Component shall also implement the optional objects shown in Exhibit 8.</p>
			<b>8. NTCIP Support:</b> The NTCIP Component developer shall provide software upgrades at no cost to the Department for the period of the contract for both central software and field units. All modified software shall be provided with full description of modifications. Implementation of this software shall be at the discretion of the Department.
			<b>9. Interpretation Resolution:</b> If the Department or NTCIP component developer discovers a statement that cannot be implemented or is ambiguous in the standards referenced by this RFP, the issue shall be submitted to the appropriate NTCIP Working Group for resolution. If the Working Group fails to respond within 90 days, the Department shall provide an interpretation of the specification for use on the project.
<b>NOTES/COMMENTS:</b>			

Exhibit 1 provides the full reference to the current version of each of these standards.

Abbreviated Number	Full Number (NEMA Number)	Title
NTCIP 1101	<b>NTCIP 1101:1996v01.12</b> (NEMA TS 3.2-1996)	Simple Transportation Management Framework (STMF)
NTCIP 1201	<b>NTCIP 1201:1996v01.10</b> (NEMA TS 3.4-1996)	Global Object (GO) Definitions
NTCIP1203	<b>NTCIP 1203:1997v01.15</b> (NEMA TS 3.6-1997)	Object Definitions for Dynamic Message Signs (DMS)
NTCIP 2103	<b>NTCIP 2103:2003v01.14</b> (NEMA TS 3.SP-PPP)	Point-to-Point Protocol (PPP) using RS-232 Subnetwork Profile

NTCIP 2202	<b>NTCIP 2202:2001v01.05</b> (NEMA TS 3.TP-Internet v99.01.03)	Transmission Control Protocol/Internet Protocol (TCP/IP) and User Datagram Protocol/Internet Protocol (UDP/IP)
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**Exhibit 1: NTCIP STANDARDS**

Object	Reference	Project Requirement
moduleTableEntry	NTCIP 1201 Clause 2.2.3	Shall contain at least one row with moduleType equal to 3 (software). The moduleMake shall specify the name of the manufacturer, the moduleModel shall specify the manufacturer's name of the component and the modelVersion shall indicate the model version number of the component.
vmsCharacterHeightPixels	NTCIP 1203 Clause 2.3.1.1.1.1	Shall contain the value zero (0) to indicate a variable character height.
vmsCharacterWidthPixels	NTCIP 1203 Clause 2.3.1.1.1.2	Shall contain the value zero (0) to indicate a variable character width.
dmsMaxChangeableMsg	NTCIP 1203 Clause 2.6.1.1.1.3	Shall be at least 16
dmsFreeChangeableMemory	NTCIP 1203 Clause 2.6.1.1.1.4	Shall be at least 32 when no messages are stored.
dmsMessageMultiString	NTCIP 1203 Clause 2.6.1.1.1.8.3	The DMS shall support any valid Markup Language for Transportation Information (MULTI) string containing any subset of those MULTI tags listed in Exhibit 3 <ul style="list-style-type: none"> <li>• local</li> <li>• external</li> <li>• central</li> </ul>
dmsControlMode	NTCIP 1203 Clause 2.7.1.1.1.1	The DMS shall support the following control modes: <ul style="list-style-type: none"> <li>• local (2)</li> <li>• external (3)</li> <li>• central (4)</li> <li>• simulation (6)</li> </ul>

**EXHIBIT 2: MODIFIED OBJECT RANGES FOR MANDATORY OBJECTS**

Tag	Description
cb	color - background
cf	color - foreground
f1,5	time, 12 hour format
f2,5	time, 24 hour format
f3,4	temperature, °C
f4,4	temperature, °F
f7,3	day of week
f8,2	day of month
f9,3	month of year
f11,4	year, 4 digits
fl (and /fl)	flashing text
jl2	justification line - left
jl3	justification line - center
jl4	justification line - right
jp2	justification page - top
jp3	justification page - middle
jp4	justification page - bottom
mvcl60,1,4,xxxx	circular text (indicated by "xxxx") tag moving left to right
nl	new line
np	new page
pt	page time
sc	spacing character

**EXHIBIT 3: REQUIRED MULTI –TAGS**

Object	Reference	Project Requirement
maxTimeBaseScheduleEntries	NTCIP 1201 Clause 2.4.3.1	Shall be at least 30
maxDayPlans	NTCIP 1201 Clause 2.4.4.1	Shall be at least 16
maxDayPlanEvents	NTCIP 1201 Clause 2.4.4.2	Shall be at least 10

**EXHIBIT 4: MODIFIED OBJECT RANGES FOR TIMEBASE EVENT SCHEDULE CONFORMANCE GROUP**

Object	Reference	Project Requirement
defaultJustificationLine	NTCIP 1203 Clause 2.5.1.1.1.6	The DMS shall support the following forms of line justification: <ul style="list-style-type: none"> <li>• left</li> <li>• center</li> <li>• right</li> <li>• full</li> </ul>
defaultJustificationPage	NTCIP 1203 Clause 2.5.1.1.1.7	The DMS shall support the following forms of page justification: <ul style="list-style-type: none"> <li>• top</li> <li>• middle</li> <li>• bottom</li> </ul>
defaultPageOnTime	NTCIP 1203 Clause 2.5.1.1.1.8	The DMS shall support the full range of these objects with step sizes no larger than 0.1 seconds
defaultPageOffTime	NTCIP 1203 Clause 2.5.1.1.1.9	The DMS shall support the full range of these objects with step sizes no larger than 0.1 seconds
defaultCharacterSet	NTCIP 1203 Clause 2.5.1.1.1.10	The DMS shall support the following character sets: 8-bit value

**EXHIBIT 5: MODIFIED OBJECT RANGES FOR MULTI-CONFIGURATION CONFORMANCE GROUP**

Object	Reference	Project Requirement
dmsIllumControl	NTCIP 1203 Clause 2.8.1.1.1.1	The DMS shall support the following illumination control modes: <ul style="list-style-type: none"> <li>• photocell</li> <li>• timer</li> <li>• manual</li> </ul>
dmsIllumNumBrightLevels	NTCIP 1203 Clause 2.8.1.1.1.4	Shall be at least 7

**EXHIBIT 6: MODIFIED OBJECT RANGES FOR ILLUMINATION/BRIGHTNESS CONTROL CONFORMANCE**

**GROUP**

Object	Reference	Project Requirement
numActionTableEntries	NTCIP 1203 Clause 2.9.1.1.1.1	Shall be at least 24

**EXHIBIT 7: MODIFIED OBJECT RANGES FOR SCHEDULING CONFORMANCE GROUP**

Object	Reference	Project Requirement
defaultFlashOn	NTCIP 1203 Clause 2.5.1.1.1.3	The DMS shall support the full range of these objects with step sizes no larger than 0.1 seconds
defaultFlashOff	NTCIP 1203 Clause 2.5.1.1.1.4	The DMS shall support the full range of these objects with step sizes no larger than 0.1 second.
dmsMessagePixelService	NTCIP 1203 Clause 2.6.1.1.1.8.7	The DMS shall have the pixel service enabled (1) during a blank message and disabled (0) when an active message is being displayed.
dmsSWReset	NTCIP 1203 Clause 2.7.1.1.1.2	FSORS
dmsMultiOtherErrorDescription	NTCIP 1203 Clause 2.7.1.1.1.20	If the Vendor implements any vendor-specific MULTI tags, the DMS shall provide meaningful error messages within this object whenever one of these tags generates an error.
watchdogFailureCount	NTCIP 1203 Clause 2.11.1.1.1.5	FSORS
fanFailures	NTCIP 1203 Clause 2.11.2.1.1.8	FSORS
fanTestActivation	NTCIP 1203 Clause 2.11.2.1.1.9	FSORS
tempMinCtrlCabinet	NTCIP 1203 Clause 2.11.4.1.1.1	FSORS
tempMaxCtrlCabinet	NTCIP 1203 Clause 2.11.4.1.1.2	FSORS
tempMinSignHousing	NTCIP 1203 Clause 2.11.4.1.1.5	FSORS
tempMaxSignHousing	NTCIP 1203 Clause 2.11.4.1.1.6	FSORS

**EXHIBIT 8: OPTIONAL OBJECT REQUIREMENTS**

L. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.</p>
<p>NOTES/COMMENTS:</p>			

M. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Upon request of the State Purchasing Bureau, the vendor shall, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.</p>
<p>NOTES/COMMENTS:</p>			

N. DELIVERY AND INSTALLATION

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The field contractor for each DMS installation project is responsible for identifying a location, (approved by and coordinated with the Department) for accepting delivery of the DMS, controllers, and other shipped accessories required for complete installation and operation of the DMS. The field contractor will receive a 24-hour notice prior to delivery of each sign. Within three hours of delivery, the field contractor is required to remove and unload the complete contents delivered, and clean out any shipping material.</p> <p>The DMS and all its associated components will be the responsibility of the field contractor from the moment the field contractor begins handling the equipment in any manner. It is therefore the responsibility of the field contractor to thoroughly inspect all DMS equipment for any possible damage before the delivery vehicle departs, and obtain documentation of any damage on the bill of lading. In the event of the presence of damage, the field contractor shall be responsible for notifying the Department and initiate the replacement procedures. In the event no damage claim is filed with the</p>

			<p>Department within three days of delivery, it shall be assumed that the received equipment had no observable physical damage.</p> <p>The field contractor shall be responsible for storage and protection of all materials shipped from the time of delivery until installation.</p> <p>All shipped DMS equipment shall be transported to the site, unloaded, installed, and erected by the field contractor. The field contractor shall provide traffic control (lane closures) and a bucket truck (including an operator) for use by the DMS Vendor's representative during the installation and testing of each DMS. The DMS Vendor shall give the field contractor a minimum of three week notice prior to each requested closure, and attempt to utilize lane closures when established for the field contractor's activities, whenever possible.</p> <p>The DMS Vendor shall have a qualified representative present at the time of delivery and installation. The DMS Vendor's representative and the field contractor will together inspect the delivered equipment, following that, the field contractor will note and document any damage in writing, which shall be initialed by both parties. Any damaged equipment shall be the responsibility of the DMS Vendor. Delivery</p>
<b>NOTES/COMMENTS:</b>			

**O. PACKAGING**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.</p>
<b>NOTES/COMMENTS:</b>			

**P. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.</p>
<b>NOTES/COMMENTS:</b>			

**Q. QUALITY ASSURANCE AND DOCUMENTATION**

YES	NO	NO & PROVIDE ALTERNATIVE	

		<p>1.The DMS Vendor shall maintain a Quality Management System (QMS) as a means of ensuring product conformation to specified requirements through quality planning. The vendor's QMS shall have been in place for a minimum of five (5) years prior to the bid date for this project. The scope of the QMS shall include design, manufacture, installation, maintenance, and sales of DMS. The vendor's pre-build technical submittal shall provide a copy of the company's quality manual, which shall detail the various components of the QMS.</p>
		<p><b>2.DOCUMENTATION:</b> In addition to the requirements of the Standard Specifications, documentation for the DMS assembly shall include complete and comprehensive information on all equipment components and accessories. The DMS Vendor shall provide blueprints, line drawings and descriptive text sufficient to allow a technician of average skill to diagnose, repair, and maintain the equipment and its components.</p> <p>Firmware documentation shall include description of all functions that explain how operations are related to remote and local commands; all program source-codes in both printed and machine-readable form, detailed memory maps, and detailed communications protocol documentation.</p> <p>Computer-generated text shall be printed in 10-point Arial font or larger, using laser-printed quality unless otherwise approved by NDOT in advance. NDOT shall have the right to reproduce any material for its educational and maintenance purposes only.</p> <p>The books and manuals shall be delivered to NDOT upon delivery of the first unit. Acceptance and payment cannot be approved until NDOT has received acceptable manuals.</p> <p>The DMS Vendor shall furnish five copies of all documentation.</p>
		<p><b>3.</b>The DMS Vendor shall supply the software with full documentation, containing ASCII versions of the following MIB files in ASN.1 format, as listed below.</p> <ol style="list-style-type: none"> <li>a. The relevant version of each official standard MIB Module referenced by the device functionality.</li> <li>b. If the device does not support the full range of any given object within a Standard MIB Module, a manufacturer-specific version of the official Standard MIB Module with the supported range, indicated in ASN.1 format in the SYNTAX and/or DESCRIPTION fields of the associated OBJECT TYPE macro. The name of this file shall be identical to the standard MIB Module, except that it will have the extension "man."</li> <li>c. A MIB Module in ASN.1 format containing any and all manufacturer-specific objects supported by the device with accurate and meaningful DESCRIPTION fields and supported ranges indicated in the SYNTAX field of the OBJECT-TYPE macros.</li> <li>d. A MIB containing any other objects supported by the device (these to include any proprietary manufacturer-specific objects).</li> </ol> <p>The manufacturer shall allow the use of any and all of this documentation by any party authorized by the Nebraska of Transportation for systems integration purposes at any time initially or in the future, regardless of what parties are involved in the systems integration effort.</p>

**NOTES/COMMENTS:**

**R. PRICES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Price quoted shall be unit price and shall be firm for Three (3) years from date of an award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the SPB a minimum of one hundred twenty (120) days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. In no instance may a price increases be billed to the State until the contract is amended. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.</p>

**NOTES/COMMENTS:**

**S. GRAY MARKET PRODUCTS PROHIBITION**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.</p>

**NOTES/COMMENTS:**

**T. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1.To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
<b>NOTES/COMMENTS:</b>			

U. **WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Each DMS unit and all of its associated equipment shall be warranted against all defects in materials and workmanship for a minimum of one year from the date of acceptance, as recorded by NDOT. The warranty shall be a full warranty and shall include warranties of merchantability and fitness for particular purpose.
			2. The warranty shall provide that in the event of a malfunction during the warranty period, the defective component, card, module, subassembly, or auxiliary device shall be replaced with a working component within five (5) working days for use, while the warranted component is being repaired.
			3. Any component of equipment, which, in the opinion of the Department, fails three (3) or more times prior to the expiration of the warranty, shall be judged as unsuitable. With the Department's approval, it shall be replaced by the DMS Vendor with a new component of the same type at no cost to NDOT. The unsuitable component shall be permanently removed from the project. A failure shall also be defined as the sign becoming unreadable or illegible, as determined by the Department.
			4. A qualified, authorized representative of the DMS Vendor, who has been trained by the DMS manufacturer, shall perform all diagnoses and repairs during the warranty period. With the Proposal, the DMS Vendor shall furnish a signed letter to NDOT, designating the authorized representative of the DMS Vendor who will perform the warranty and maintenance work. An assessment and on-site inspection shall be conducted within twenty-four (24) hours of notification and repairs completed within seventy-two (72) hours. Failure to comply within the time frame may result in a \$50.00 per day penalty, excluding failure to perform arising from causes beyond control such as acts of God, floods, fires or unusually severe weather.

			<p>5. There shall be no maintenance charges during the term of warranty. The DMS Vendor agrees to provide all the required labor and parts (at no cost to NDOT) to remove, repair or replace, and reinstall any such defective workmanship and/or materials, which becomes or is found to be defective during the term of this warranty.</p> <p>The DMS Vendor shall warrant:</p> <p>a. That all services performed hereafter shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.</p> <p>b. That all items furnished conform to the requirements of this contract and shall be free from defects in design materials and workmanship.</p> <p>c. That it has ownership and/or marketing rights for all items, including intellectual property, provided pursuant to this contract.</p> <p>d. That the supplied equipment is in compliance with all applicable regulations.</p>
<p><b>NOTES/COMMENTS:</b></p>			

V. ACCEPTANCE AND TESTING REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Each item delivered will be subject to a systems acceptance test in accordance with the specifications, following successful completion of the subsystem test. The Department may permit correction of deficiencies during the system acceptance test; however, in the event that a major failure is identified, the NDOT Contract Officer shall notify the DMS Vendor of such major failure in writing. The DMS Vendor shall have seven (7) days from the receipt of notification to advise the Contract Officer (in writing) of the DMS Vendor's successful testing of such remedy. If the remedy is acceptable, the Contract Officer will allow resumption of the system acceptance test at the point deemed appropriate by the Contract Officer.</p> <p>In the event that the DMS Vendor does not provide a timely and acceptable remedy, the Contract Officer may, at his or her option, resort to any single or combination of the following remedies:</p>

			<p>A. Specify a remedy for failures and begin a new acceptance test upon successful testing of the remedy</p> <p>501</p> <p>B. Terminate the contract and return all items without incurring any liability.</p> <p>C. Reserve all rights or claims for breach of any covenant of the contract.</p>
			<p><b>2.GENERAL:</b>  The required performance testing of all materials and equipment not previously tested and approved by NDOT. The DMS Vendor shall demonstrate that the equipment and the systems furnished and installed under this contract shall function in full compliance with the requirements of the contract documents. This demonstration(s) shall be conducted in the presence of the Department and shall be conducted in the State of Nebraska. The DMS Vendor shall develop all of the required test procedures and data forms and shall submit them for the Department's approval at least twenty-one (21) days prior to performing the associated tests.</p> <p>All testing shall be conducted Monday through Friday between 8:00 a.m. and 5:00 p.m., unless otherwise approved by the Department reviewing the test results. A DMS Vendor's representative shall be present at all tests. If the equipment or systems fail any part of the test, the entire test shall be repeated, at the option of the Department. The DMS Vendor shall furnish and maintain all test equipment and services. The DMS Vendor shall notify the Department of the time, date and place of each test at least fourteen (14) days prior to the date on which the test is planned.</p> <p>Neither witnessing of the tests by NDOT nor the waiving of the right to do so will relieve the DMS Vendor of the responsibility to furnish and install the work in accordance with the contract documents. Such actions by the NDOT representatives, or approval of any test results by them, will not be deemed as acceptance of the equipment or systems tested until the successful completion of the System Acceptance Test.</p> <p>The contract period will not be extended for time loss or delays related to testing.</p> <p>The cost for testing shall be considered as part of the unit cost for the item tested and no direct payment will be made for them.</p>
			<p><b>3.TEST PROCEDURES AND TEST DATA FORMS :</b>The DMS Vendor shall prepare and submit all of the test procedures and test data forms for the Department's approval at least twenty-one (21) calendar days before the scheduled testing. The Department will review the submitted test procedures and return them to the DMS Vendor. If re-submittal of the test procedures is not required, the DMS Vendor may conduct the test as scheduled. At a minimum, the test procedures and data forms shall include the following:</p> <ul style="list-style-type: none"> <li>o A step-by-step outline of the test sequence to be followed, showing a test of every function of the equipment or system to be tested.</li> <li>o A description of the expected operation output and test results.</li> <li>o An estimate of the test duration and a proposed test schedule.</li> <li>o A data form to be used to record all data and quantitative results obtained during the test.</li> <li>o A description of any special equipment, setup, manpower, or conditions required for the test.</li> </ul> <p>Except as otherwise noted, the submission of test procedures shall be made by the DMS Vendor and processed by the Department as "Submittal Data".</p>

			<p><b>4. TESTING-EQUIPMENT AND SOFTWARE :</b> As part of the testing requirements, the DMS Vendor shall furnish all testing software and equipment required for testing and developing it, as needed. All testing software shall be submitted along with the test procedures and shall be subject to the approval of the Department. Testing software, including the source code, shall be furnished on CD-ROM and in printed form. The DMS Vendor shall provide thorough documentation and user instructions for the test software.</p>
			<p><b>5. TEST CATEGORIES</b></p> <ul style="list-style-type: none"> <li>i. Design Approval and Pre-installation Demonstration Test</li> <li>ii. Field Acceptance Test</li> <li>iii. System Acceptance Test</li> </ul>
			<p><b>6. DESIGN APPROVAL (DA):</b> Design Approval shall be conducted at independent testing facilities in accordance with the approved test procedures for all equipment comprising the DMS assembly. The DMS Vendor shall certify the rated life of the DMS assembly and that software will be developed without the use of proprietary protocols.</p> <p>Certification of Design Approval, performed previously for similar equipment, may be accepted in lieu of performing new tests at the discretion of the Department. When submitting certifications for previously conducted tests, the DMS Vendor shall state any and all differences between the equipment previously tested, and the equipment proposed under this contract.</p>
<p><b>NOTES/COMMENTS:</b></p>			

This test shall be successfully completed prior to award of contract. The Winning Bidder will be required to provide documentation supporting the system requirements as listed in the following chart. Documents can include Professional Engineer stamped shop drawings (PE), certificate of manufacture testing (CM), or the contractual agreement that results from this ITB.

Requirement Text	Doc Type	Approve (Yes/No)
The field system shall not decrease performance under these listed environmental conditions:	PE	
Temperature range of -40°F to +140°F	PE	
Humidity range of 0% to 99%, non-condensing	PE	
Minimum winds of 90-mph including 30% gust factors	PE	
Designed to withstand a negative (outward) pressure of 50 percent of the design inward wind pressure due to truck traffic.	PE	
Withstand snow load of 3 lbs/sqft	PE	
The DMS shall be installed on permanent over-the-roadway sign structures or side of the road posts	PE	
Overhead DMS 4400 pounds max weight	PE	

System shall run on single phase 120/240 VAC, 60Hz.	PE	
DMS case shall not reflect glare from the sun onto traveling public.	PE	
DMS system shall be surge protected.	PE	
DMS system shall include lightning arrestors.	PE	
All cases shall provide environmental protection from conditions listed under current NEMA TS-4 standards.	PE	
The cage support frame shall withstand vibrations as specified by NEMA TS-4, subsection 2.2.8	PE	
All case assemblies shall be rated for high-pressure washing.	PE	
UPS shall use maintenance free batteries.	CM	
Ventilation system designed to keep the internal DMS air temperature lower than +140°F when the outdoor ambient temperature is +115°F or less.	PE	
Air conditioning shall not be permitted.	PE	
Filters shall be listed and rated Class 2 by UL.	CM	
Filter that removes airborne particles measuring 500 microns in diameter and larger.	CM	
The internal air circulating system shall be capable of maintaining air differential temperatures throughout the DMS case under 35°F.	PE	

Sign shall use high intensity Light Emitting Diode (LED) technology.	PE	
LEDs shall be AlInGaP or InGaN semiconductor technology.	CM	
LEDs shall emit red light at a peak wavelength of 624 ± 6 nm.	CM	
LEDs shall emit green light at a peak wavelength of 529 ± 10 nm.	CM	
LEDs shall emit blue light at a peak wavelength of 470 ± 10 nm.	CM	
LEDs shall consist of a 30° viewing angle.	CM	
6 or more LEDs shall be used in a circular cluster to form a pixel.	PE	
Pixels shall have equal numbers of each set of colored LEDs.	PE	
Pixels shall be equally spaced horizontally and vertically.	PE	
Each pixel shall have equal color and on-axis intensity.	PE	
Each pixel shall be rated for 100,000 hours of operation under field conditions at 70% or higher of original brightness.	CM	
The DMS controller shall be able to interface with NDOT's ATMS software.	CM	
DMS controller shall communicate using NTCIP protocol.	PE	
Available supply of parts for maintenance and repairs/replacements.	ITB	
In-house field service calls for technology specific repairs.	ITB	
Available software upgrades.	ITB	
Available software support.	ITB	

Purchased parts are new, unused current production models.	ITB	
Perform stand-alone and system acceptance testing.	ITB	
Provide training for software use.	ITB	
Provide training for maintenance and repair work.	ITB	
Provide shop drawings for all wiring connection in the system.	ITB	
Provide instruction manuals for operation, maintenance, repair activities of the system.	ITB	

**PRE-INSTALLATION DEMONSTRATION TEST**

A Demonstration Test shall be conducted on a DMS assembly production unit to demonstrate to the Department that all contract documents are satisfied. The Demonstration Test shall include verification of proper operation of the DMS assembly for at least two hours after the following:

- o Having been stabilized at the maximum specified temperature, humidity and voltage.
- o Having been stabilized at the minimum temperature, humidity and voltage
- o Having been stabilized at +70°F and nominal input voltage of 120/240 ±15 VAC, 60 ±3Hz.

The DMS Vendor shall pay for the full cost of transportation and lodging for two Department representatives to attend the DT. The DT shall be completed within five consecutive workdays at the manufacturer’s facility. All DT shall be conducted in accordance with the approved test procedures.

The DT shall be conducted on a DMS assembly completely interconnected to represent the final field installation. The set-up shall include the sign, sign controller, laptop computer or central system, and photoelectric switch.

If a component fails to pass its DT, the component shall be corrected or replaced and the test repeated until proven successful, as approved by the Department.

The DMS Vendor shall provide diagnostic hardware and software to test the DMS remote control and communications functions. The diagnostic hardware and software shall exercise all of the remote control functions of the DMS. The diagnostic hardware and software shall remain the property of the DMS Vendor.

The following chart will serve as a minimum check list of requirements for the DT:

<b>Requirement Text</b>	<b>Approve (Yes/No)</b>
Walk in case for DMS.	
Access doors on both sides of the sign case.	
Doors shall have a removable railing across opening to prevent falling out of case.	
Doors shall be keyed with a Corbin #2 key.	
Doorway opening shall be minimum of 72" high by 24" wide.	
Door shall open outward.	
Have stops to retain the door open at the 90° and 120° positions.	
Include level interior walkway along the bottom of the DMS case.	
Interior walkway shall be non-slip surface.	
Interior walkway shall not be uncomfortable for kneeling.	
The minimum distance from the interior rear wall of the DMS case to the closest display components shall be 24 inches	
Maintenance is performed from inside the sign case for DMS, with the exception of structural members	

DMS case attachment to overhead sign structure shall allow for up to a 3° tilt in the vertical axis.	
Max length of 26/19 feet for DMS.	
Max height of 9 feet for overhead DMS.	
Sign case max operation shall not exceed 40 amps per leg (3-wire plus ground).	
Include knockouts for two 3" conduits and one 2" conduit.	
Include weep holes at the bottom of the case.	
One 15 amp, 120 VAC duplex outlet shall be located on each end of the DMS case.	
Include internal lighting system.	
Minimum of 30 watts for internal lighting in all areas inside case.	
Lights controlled by up to 4 hour adjustable timer.	
Timer located just inside the DMS case door.	
No internal lighting shall be visible to motorists.	
Front side of the DMS shall be flat black.	
The display face of the DMS shall have a minimum 12-inch outer flat black border around the perimeter of pixel matrix.	
All DMS equipment, components, and assemblies located in the DMS case shall be removable and capable of being installed and transported by one person.	
Include ethernet port inside of DMS case for laptop control of DMS system.	
DMS controller shall be located in the sign case.	
Max controller power use shall not exceed 20 amps per leg (3-wire).	
Provide sign controller with an uninterruptible power supply (UPS) capable of operating the cabinet for a minimum of two hours. (allows the next poll to send alarms)	
Include sign case heaters to keep inside front face free from condensation.	
Anti-condensation heaters shall be controlled by humidity sensors in the sign case.	
Walk in sign case heaters for maintenance work.	
Work heaters can be controlled by adjustable timer up to 4 hours.	
Timer located just inside the DMS case door.	
Heaters shall return to thermostat control when timer expires.	
All heaters to be controlled by thermostat located inside the case.	
Ventilation system shall consist of two or more intake ports.	
Intake ports shall be located near the bottom of the case rear wall.	
Ventilation system shall positively pressure the case.	
Ventilation fans shall be located downstream from air filters.	
Ventilation system shall use non-proprietary air filters.	
Air filters shall be replaceable from within the DMS case.	
Internal fans shall circulate air inside of case.	
Thermostat adjustable temperature range between 50°F to 110°F	
Ventilation and circulation system can be controlled by an adjustable timer for up to 4 hours.	

Timer control located just inside the DMS case door	
Ventilation and circulation system shall return to thermostat control when timer expires.	
Pixels and modules shall be aligned such that there is no visible difference in illumination.	
Modules shall mount or be removed using either standard hand tools or no tools.	
Module electrical and signal connections shall be the quick-disconnect locking connector type.	
All pixel modules, assemblies, and components shall be compatible and interchangeable.	
Removal or failure of any pixel or module shall not affect the operation of any other module or sign component.	
LEDs pixels shall meet requirements without the use of lenses, fiber optic, or shutters.	
Photo sensor shall detect and compare conditions from at least 3 directions.	
One of the three directions shall be behind the DMS case.	
One of the three directions shall be in front of the DMS case.	
Display shall be full matrix.	
Display shall be 89 x 347 pixels for overhead DMS. (sign 1)	
Display shall be 89 x 245 pixels for side mount DMS. (sign 2)	
Capable of shall up to three rows of text per page.	
Each row shall show up to 17 characters for overhead DMS.	
Each row shall show up to 12 characters for side mount DMS.	
Each row shall be capable of displaying a user-selected number of characters.	
Character height shall be 18 inches.	
Each character shall be formed by a matrix of individual pixels	
Characters shall include 26 upper-case letters	
Characters shall include 10 numerals	
Characters shall include exclamation mark (!), degree (°), hyphen (-), plus sign (+), colon (:), two chevrons (<) and (>), and (&), forward slash (/)	
DMS shall display bitmap images.	
Images shall range from six (6) pixels high by six (6) pixels wide to the full display.	
Shall images include arrows pointing at each multiple of 45°	
The characters forming words shall be readable by a person with 20/20 corrected vision within a range of 100 feet to 1,000 feet in advance of the sign at an eye-height of 3.5 feet within a 30° cone of vision about the optical axis.	
Door will have a door ajar sensor that reports to the sign controller.	
Include a controller dedicated to operation of the DMS system.	
DMS system shall be independent in operation of any other DMS.	
All heaters can be controlled by sign controller.	
Sensors shall monitor fan rotational speed.	

Fan speed shall be reported to the sign controller.	
If a fan fails, it shall automatically be deselected and another fan activated.	
Fan error message shall be sent to the sign controller.	
Ventilation and circulation system will be thermostatically controlled.	
Thermostat reading shall be sent to sign controller.	
Thermostat shall be located near the top of the DMS interior	
The modules shall be adequately addressed and physically identified inside the DMS.	
LED sensors shall be incorporated into each module.	
At a minimum, LED sensors shall indicate a failed LED, improper supply voltage, and failed communications conditions.	
LED sensor data shall be sent to the sign controller.	
DMS system shall include control software to be installed on a PC.	
Allow display time configuration including unlimited time in minutes.	
Controller shall change to neutral message after time expires.	
Allow use of a neutral message to be displayed at all times unless commanded otherwise. Neutral message can be blank sign.	
Command the sign to display at least two alternating static messages.	
Allow configuration of alternating message delay time.	
Delay time shall be configurable in tenths of a second between .3 and 12.0 seconds.	
Controller shall blank sign before displaying new message.	
Controller shall execute the change from blank display to new message in under .9 seconds.	
Controller shall execute the change from existing message to new message in under 2.3 seconds.	
Command the sign to display a message from memory.	
Store minimum of 16 2-phase full messages in memory.	
Memory shall be battery backed for power loss of up to 24 hours.	
Controller operations shall not disrupt current sign message.	
Controller shall continue last display command if communications are lost.	
Controller shall check message format for compliance with display constraints.	
Controller shall reject any command to display a message that doesn't follow display constraints.	
Controller shall execute periodic tests of all sensors for diagnostics.	
Allow every system sensor to have at least 2 reading levels that trigger an alarm in the controller.	
Every alarm setting shall be user configurable.	
Sign controller shall respond to a request of status (a poll).	
At a minimum the poll reply shall include the following:	
Assigned DMS location address.	
Messages currently stored in memory.	
Current message command being displayed on the DMS including the start time and duration.	
Current message reply shall be delivered as a full matrix diagram showing all on or off pixels.	
Thermostat readings.	

Display illumination level.	
Photocell readings.	
LED power supply voltage levels.	
UPS status. (battery level)	
Fan rotation sensor readings.	
Humidity sensor readings.	
The sign controller shall automatically include the following during the next polling.	
LED failure.	
AC power failure	
AC power recovery.	
Surge protection has been tripped.	
The walk in door is ajar.	
Any sensor alarm has been triggered.	
Message command does not meet display constraints.	
DMS controller shall use a photo sensor to automatically change the pixel intensity in response to ambient lighting conditions.	
Pixel intensity shall be based on at least 3 different settings. (night use, over bright, and normal daytime)	
Each intensity setting shall range on contrast values between 6 and 25.	

1) READABILITY TEST

This test will be conducted using five individuals with 20/20 vision (corrected 20/20 vision shall be acceptable), selected by the Department. Messages shall be read at distances of 100 feet and 1,000 feet, with the sun at a low angle both in front and behind the sign. Eighty-percent correct response shall be considered passing.

2) POWER LINE TRANSIENT TEST

A transient generator shall be connected to the AC input service of the sign controller and test pulses applied under the following conditions:

- a. With power to the sign controller assembly turned off, apply 1000 volts of both positive and negative polarity to the AC input every two seconds for a maximum of three applications of each polarity. The energy source shall be a fully charged 15-microfarad capacitor.
- b. With power to the sign controller turned on and the sign display continuously (every three seconds) responding to commands for new messages from the communications unit, apply test pulses as follows:
  - i). Amplitude - 300V both positive and negative polarity.
  - ii). Peak power – 2,500 watts.
- c. Repetition: One pulse approximately every other cycle moving uniformly over the full wave in order to sweep over the line cycle once every three seconds.
  - i). Pulse rise time: One microsecond.
  - ii). Pulse width: 10 microseconds.

These pulses shall cause no noticeable effect on the proper operation of the sign display.
- d. With power to the sign controller turned on, and the sign display continually (every three seconds) responding to commands for new messages from the communications unit, apply test pulses as follows:
  - i). Amplitude: 600V both positive and negative polarity.
    - ii). Energy source: Oil-filled, 10-microfarad capacitor with internal surge impedance less than one ohm.
    - iii). Repetition: One discharge every 10 seconds randomly across 360° of the line cycle.

These pulses shall cause no noticeable effect on the proper operation of the sign display.

3) **INTENSITY AND CHROMATICITY**

Tests shall be conducted to verify chromaticity and intensity over the temperature spectrum. Seven stages shall be tested to simulate this condition; they shall include night (approximately 0.2-footcandles), low light (a normally lit office), overbright (bright sunlight), and four additional light settings approved by the Department. The tests shall be repeated at two temperatures separated by the test day's low and high temperatures or 40°, whichever is greater.

ii. **FIELD ACCEPTANCE TEST**

Following the installation, the DMS Vendor shall conduct an approved field acceptance test for each DMS assembly and the laptop computer to verify that the units operate as specified. The test shall exercise all stand-alone (non-network) functional operations of the equipment installed in accordance with the Plans, or as directed by the Department. The field test for each DMS shall be completed within two weeks following the installation of the DMS, power, and communication medium by the field contractor. If a unit fails to pass its field acceptance test, it shall be corrected or replaced, and the test repeated until proven successful.

The field acceptance test for the DMS assembly shall be performed using both the sign controller front display panel, the laptop computer, and test any remote functions from the central control software. At a minimum, the test shall verify the following in addition to the checklist provided in the Pre-Demonstration Test:

Requirement Text	Approve (Yes/No)
The DMS shall be installed on permanent over-the-roadway sign structures or side of the road posts	
System shall run on single phase 120/240 VAC, 60Hz.	
DMS system shall be surge protected.	
DMS system shall include lightning arrestors.	
All cases shall prevent entrance of insect and small animals.	

iii. **SYSTEM ACCEPTANCE TEST**

After the field acceptance test is completed and all communications and central control equipment are in place, the system acceptance test (SAT) shall begin, consisting of a 30-day test period of operations without major failure of DMS Vendor-supplied equipment or software. The purpose of the test is to demonstrate that the total system (hardware, software, materials and construction) is properly installed, is free from identified problems, exhibits stable and reliable performance, and complies with the contract documents. The following, in addition to the checklist provided in the Pre-demonstration Test, shall be tested during the SAT:

Requirement Text	Approve (Yes/No)
The DMS controller shall be able to interface with NDOT's ATMS software.	
DMS system shall communicate through NDOT's communication network.	
Sign controller shall reply to polls prompted from users with laptops or through NDOT's ATMS software.	

All system documentation errors, omissions and changes occurring prior to and during the SAT shall be corrected, resubmitted, and retested before the system acceptance is complete.

Upon successful completion of the system acceptance test for each DMS under the given procurement, the project will be considered complete, and the warranty period will commence.

D. **SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.
<b>NOTES/COMMENTS:</b>			

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 6110 OF**

Form A should be completed and submitted with each response to this ITB. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	



## **ADDENDUM ONE, QUESTIONS AND ANSWERS**

Date: July 10, 2019

To: All Bidders

From: Julie Dabydeen, Buyer  
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to bid 6110 OF to be opened July 19, 2019 at 2:00 p.m.  
Central Time.

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### **Questions and Answers**

No questions were received for 6110 OF.

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.